

Federal Communications
Commission

MAY 1 - 2019

Office of the Secretary

Before the
Federal Communications Commission
Washington, DC 20554

In the Matter of)
)
GLR Southern California, LLC) IBFS File No. 325-NEW-20180614-00001
)
Application for a Section 325(c) Permit to)
Deliver Programs to Foreign Broadcast)
Stations for Delivery of Mandarin Chinese)
Programming to Mexican Station XEWW-AM,)
Rosarito, Baja California Norte, Mexico)

DOCKET FILE COPY ORIGINAL

To: Chief, International Bureau

**OPPOSITION TO CHINESE SOUND MOTION FOR DOCUMENT PRODUCTION;
REQUEST FOR PROTECTIVE ORDER**

H&H Group USA ("H&H") and GLR Southern California, LLC ("GLR") and together with H&H "Applicants", by their attorneys, hereby oppose the Motion for Production of Documents ("Motion") filed by Chinese Sound of Oriental and West Heritage ("Chinese Sound").¹ Chinese Sound has presented no legitimate basis for accessing Applicants' confidential information filed in response to the International Bureau's ("Bureau's") General Information and Document Request ("Request")² and the Motion should be denied. In the alternative, if the Bureau somehow concludes that Chinese Sound is entitled to access Applicants' private financial records, advertising lists, employment data, details about the

¹ Motion for Production of Documents of Chinese Sound (filed Apr. 16, 2019). Following receipt of Chinese Sound's Motion, Applicants reviewed the documents submitted in response to the Bureau's request out of an abundance of caution. After this review, Applicants have identified a small number of documents for which they believe it is appropriate to remove the request for confidential treatment. Those documents are either already publicly available or able to be obtained from a governmental authority pursuant to a public records request. Copies of those documents and the relevant portions of the production index are attached to this filing. See Attachment A.

² See Letter from Thomas Sullivan, Chief International Bureau, FCC, to David Oxenford and Paige Fronabarger, Wilkinson Barker Knauer, LLP, Counsel to GLR Southern California, LLC and H&H Group USA LLC, IBFS File No. 325-NEW-20180614-00001.

Station's equipment and transmission functions, trade secrets, and other confidential business and operational records of a competing radio station, it should permit such access only pursuant to a protective order.

I. THERE IS NO BASIS FOR RELEASING APPLICANTS' CONFIDENTIAL INFORMATION TO CHINESE SOUND

Applicants' request for confidentiality is reasonable in scope and is consistent with Section 0.459 of the Commission's rules, including information or materials specifically listed in Section 0.457 of the Commission's rules which includes items not routinely available for public inspection and for which a confidentiality "*request is unnecessary*."³ The Commission's rules allow for applicants to seek confidential treatment of commercially sensitive information under FOIA Exemption 4.⁴ The Commission has long recognized that, for purposes of Exemption 4, "records are 'commercial' as long as the submitter has a commercial interest in them."⁵ As Applicants stated in their response, the documents for which confidential treatment was sought contain commercially sensitive information, such as information on financing (including bank records and other account data), revenue and operational expenses which are not even shared among the Applicants and their business partners, as well as information about how the Applicants conduct operations at XEWW-AM.⁶ Applicants also reasonably sought protection from disclosure of the identities of Applicants' personnel under FOIA Exemption 6.⁷ In short,

³ See 47 CFR § 0.459(a)(1) and 47 CFR § 0.457(d)(1)(i) (*financial reports submitted by radio and television licensees*).

⁴ See 47 CFR § 0.457; 5 USC § 552(b)(4).

⁵ *Robert J. Butler*, 6 FCC Rcd 5414, 5415 (1991), citing *Public Citizen Health Research Group v. F.D.A.*, 704 F.2d 1280, 1290 (D.C. Cir. 1983); *American Airlines v. National Mediation Board*, 588 F.2d 863, 868 (2d Cir. 1978).

⁶ See Request for Confidential Treatment IBFS File No. 325-NEW-20180614-00001 (filed Mar. 22, 2019).

⁷ See *id.* See also 47 CFR § 0.457; 5 USC § 552(b)(6).

Applicants' requests are well within the scope of the Commission's rules and consistent with precedent and nothing in the Motion compels a contrary conclusion.

Chinese Sound accuses Applicants of making an "overbroad request" for confidentiality, and insinuates that Applicants requested confidential treatment of their entire response,⁸ but these accusations are groundless. Given the nature of the information sought by the Bureau, which includes intimate details of the operations, finances, facilities, and staffing of a functioning business, Chinese Sound should not be surprised that the vast majority of these documents are confidential and not routinely released to the public. The mere fact that Applicants' withheld a large number of documents from public view does not change the fact that the documents should be treated as confidential. Applicants *did not* request confidential treatment for their entire response and in fact provided detailed narrative responses to the Bureau's questions in their public filing.⁹ These narratives describe in great detail the contents of the confidential materials submitted by Applicants, and Chinese Sound provides no reason for why it has any need for the complete confidential materials.

Chinese Sound's assertion that two Enforcement Bureau decisions provide a basis for denying Applicants' request for confidentiality is also without merit. Chinese Sound omits key factual distinctions between those decisions and the present request for confidential treatment. First, the *Kimberly Clark* decision notes that the request for confidentiality "simply requested 'confidential treatment of this Response.'"¹⁰ The *Kimberly Clark* decision also notes that the request in that case was overbroad because information for which she sought confidential

⁸ Motion at 3-4.

⁹ Response of GLR Southern California, LLC and H&H Group USA LLC to Information Request of the International Bureau (filed Mar. 22, 2019) ("Response").

¹⁰ *Kimberly Clark Corporation*, 22 FCC Rcd. 3704 (2007).

treatment was already publicly available.¹¹ Neither of these defects is present in Applicants' request for confidential treatment. Applicants provided a complete request for confidential treatment that specified the grounds for such treatment and described the nature of the materials covered. Moreover, Applicants sought confidential treatment solely for those documents which were not publicly available.¹² The *Sofio* decision cited by Chinese Sound is even less applicable to the present case. *Sofio* dealt with a request for confidential treatment related in the context of designated entities during an FCC auction, which is a completely different factual scenario from the present.¹³ Neither of these decisions provides a basis for questioning Applicants' request for confidentiality.

II. CHINESE SOUND HAS NO COGNIZABLE LEGAL OR BUSINESS REASON FOR ACCESSING APPLICANTS' CONFIDENTIAL INFORMATION

Chinese Sound provides no valid reason for why it should have access to Applicants' confidential information. Aside from the unsubstantiated assertion that it is entitled to the information, Chinese Sound's Motion includes no legal basis for why it should have access to private financial records, advertising lists, employment data, details about the Station's equipment and transmission functions, trade secrets and other confidential business and operational records of a competing radio station. Chinese sound merely lists all the categories of information identified in Applicants' narrative response and provides no explanation for why Applicants' request for confidential treatment should be questioned. Consistent with longstanding Commission precedent, the Bureau should not allow competitors or other third parties to conduct a fishing expedition into the details of Applicants' confidential information for

¹¹ *Id.*

¹² See *supra*, Note 1.

¹³ *Joseph A. Sofio; Application for AWS-3 Licenses in the 1695-1710 MHz, 1755-1780 MHz and 2155-2180 MHz Bands*, 32 FCC Rcd. 1781 (2017)

the purpose of gaining an unfair competitive advantage or trying to find new ways to undermine a legitimate business.

Chinese Sound's premise that the Bureau intended for Chinese Sound to have access to the contents of all documents requested by the Bureau is unfounded.¹⁴ First, the Bureau's Request for Information plainly states that the requested information and documents are necessary for the Bureau to "complete the review of the Application and make the necessary public interest findings under Section 309 of the Communications Act of 1934."¹⁵ In other words, the requested confidential documents are intended to facilitate review of the Application *by the Bureau*. Chinese Sound has no role in reviewing the Application. The fact that Chinese Sound has raised numerous spurious and unfounded arguments against this Application over the past several months (many of which were made in violation of the Commission's procedural rules) does not give it a right to review all materials relating to the Application, the Applicants and their business, finances, and operations.

Further, the Request was clear in where and how responsive materials were to be submitted. The Request states that "Applicants shall direct their responses to the Federal Communications Commission...with courtesy copies by email to Janice Shields and Brandon Moss, International Bureau."¹⁶ Nowhere in the Bureau's Request does it state that Chinese Sound would be provided with unredacted copies of all documents submitted to the Bureau. Although the Request specifies that the response should be filed with IBFS File No. 325-NEW-

¹⁴ Motion at 1-2.

¹⁵ Request at 1.

¹⁶ Request at 2.

20180614-00001, the Request specifically states that Applicants can request confidentiality and claim privilege for certain documents, which Applicants did.¹⁷

III. ANY DISCLOSURE OF APPLICANTS' CONFIDENTIAL INFORMATION MUST BE PURSUANT TO A PROTECTIVE ORDER

As demonstrated, Chinese Sound's Motion should be denied. In the alternative, however, if the Bureau somehow concludes that Chinese Sound is entitled to access to Applicants' sensitive and confidential business information, access should be obtained only pursuant to a Commission protective order. Consistent with long-standing Commission practice, the protective order should, at a minimum: (1) limit use of the information to Chinese Sound's participation in the instant proceeding regarding the pending Application; (2) limit access to the information to Chinese Sound's outside counsel; (3) prohibit inspection of the information by any individual responsible involved in competitive decision-making on behalf of Chinese Sound; and (4) require destruction of any documents containing confidential information after conclusion of this proceeding regarding Applicants' response to the Request.¹⁸ Disclosure through the protective order should not be treated as a waiver of the confidential designation by Applicants.

¹⁷ Request at 4.

¹⁸ Applicants recognize that the Bureau has discretion in how it formulates a protective order. However, the Protective Order adopted in the merger application of T-Mobile and Sprint generally provides a good template for a protective order that will protect Applicants' confidential information while allowing for limited disclosure to Chinese Sound's outside Counsel. *See Applications of T-Mobile US, Inc. and Sprint Corporation: Consolidated Applications for Consent to Transfer Control of Licenses and Authorizations*, Protective Order, DA 18-624 (June 15, 2018).

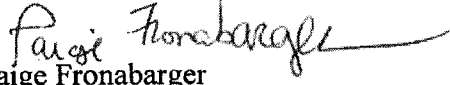
IV. CONCLUSION

For the reasons described above, there is no basis for granting Chinese Sound's motion for document production. If the Bureau nevertheless concludes that Chinese Sound should have access to Applicants' confidential materials, Chinese Sound should only be permitted to view such information through outside counsel not involved in competitive decision-making for Chinese Sound under a protective order.

Respectfully submitted,

**GLR SOUTHERN CALIFORNIA, LLC
H&H GROUP USA, LLC**

By their attorneys


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David Oxenford
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CC: Janice Shields
Brandon Moss

May 1, 2019

ATTACHMENT A

Production ID No.	File Name	Location of Document	Responsive Inquiries	Date prepared (if known and not in doc)	Custodian	Author(s) (if known and not in doc)	Recipient(s) (if known and not in doc)
HNH-003-000019	attachment 1	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000020-HNH-003-000021	Autoriz W3 COMM2-cl	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000022-HNH-003-000023	Autoriz W3 COMM-cl	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000065	DE Good Standing Certificate - GLR SC	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000066	DE Good Standing Certificate - Seller	Tab 3	3, 21		Paige Fronagarger		
HNH-003-000467-HNH-003-000468	Spanish Document Summaries	Tab 3	3, 21	Mar. 22, 2019	Christopher Bair		
HNH-007-000028-HNH-007-000057; HNH-007-000100	Tab 7 Emails (Group 1)	Tab 7	7		Paige Fronabarger		
HNH-007-000233-HNH-007-000252	Tab 7 Email (Group 2)	Tab 7	7		Paige Fronabarger		
HNH-007-000356	Permit information - Line 121	Tab 7	7		Vivian Huo		
HNH-007-000333-HNH-007-000353	002537	Tab 7	7		Reid Avett		
HNH-016-000441-HNH-016-000446	August 28, 2018 at 12.50 PM	Tab 16	8, 15, 16		Vivian Huo		
HNH-016-000447-HNH-016-000448	Spanish Document Summary	Tab 16	8, 15, 16	Apr. 29, 2019	Christopher Bair		

TAB 3

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME: GLR SOUTHERN CALIFORNIA LLC

REGISTERED IN CALIFORNIA AS: GLR SOUTHERN CALIFORNIA LLC

FILE NUMBER: 200601210135
REGISTRATION DATE: 01/03/2006
TYPE: FOREIGN LIMITED LIABILITY COMPANY
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this
certificate and affix the Great Seal
of the State of California this day of
August 3, 2018.

ALEX PADILLA
Secretary of State

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SECRETARÍA DE
GOBERNACIÓN



Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/282/2018

México, Ciudad de México, a 23 de febrero de 2018.

LIC. JOSÉ FRANCISCO GUTIÉRREZ CARMONA
Representante Legal de
W3 COMM CONCESIONARIA, S.A DE C.V.
Concesionaria de la estación **XEWW-AM**
690 KHz., en Rosarito, Baja California,
Moliere Número 39, piso 6
Colonia Polanco Chapultepec,
Delegación Miguel Hidalgo, Ciudad de México,
Código Postal 11560.
P R E S E N T E.

Asunto: Se autorizan transmisiones
alternadas de programación en
idiomas Inglés y Chino Mandarín.

Me refiero a sus escritos recibidos en esta Dirección General los días 15 y 23 de febrero de 2018, por medio de los cuales solicita autorización para la transmisión por radio del programa en idiomas Inglés y Chino Mandarín, de lunes a domingo durante las veinticuatro horas del día, a través de la estación **XEWW-AM, ubicada en Rosarito, Baja California**, para lo cual adjuntó los comprobantes de pagos de derechos correspondientes, por las cantidades de \$1,325.00 (MIL TRESCIENTOS VEINTICINCO PESOS 00/100 M.N.) de conformidad con lo dispuesto por la fracción III del artículo 19-F de la Ley Federal de Derechos.

Sobre el particular, me permito comunicarle que esta Dirección, con fundamento en lo dispuesto por los artículos 230 y Tercero Transitorio de la Ley Federal de Telecomunicaciones y Radiodifusión, 27, fracción XL de la Ley Orgánica de la Administración Pública Federal, 34, fracciones I y XII del Reglamento Interior de la Secretaría de Gobernación, 9, fracción V y 18 del Reglamento de la Ley Federal de Radio y Televisión, en Materia de Concesiones, Permisos y Contenido de las Transmisiones de Radio y Televisión, en segundo párrafo del artículo 9 de la Ley Federal de Procedimiento Administrativo, **AUTORIZA** las transmisiones solicitadas en el periodo comprendido del **23 de febrero de 2018 al 30 de noviembre de 2018**, en sujeción a las siguientes:

CONDICIONES

PRIMERA.- Se autoriza a la concesionaria que transmita alternadamente el programa de radio denominado "W Radio", tanto en el idioma Inglés como en el idioma Chino Mandarín, de lunes a domingo durante las veinticuatro horas del día, respecto de lo cual la concesionaria se obliga a dar a conocer a esta autoridad cualquier cambio en la programación o los horarios autorizados durante la vigencia de la presente.

SEGUNDA.- Esta autorización no modifica ni exime a la Concesionaria en forma alguna de sus obligaciones legales en materia de divulgación gubernamental, contenidas en el artículo 41, Base III, Apartado A, incisos a) y g) y Apartado B, Inciso a), de la Constitución Política de los Estados Unidos Mexicanos, 251, 252 y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión: artículo primero, fracciones I y II del "Decreto por el que se autoriza a la Secretaría de Hacienda y Crédito Público a recibir de los concesionarios de estaciones de radio y televisión el pago del impuesto que se indica", publicado en el Diario Oficial de la Federación el 10 de octubre de 2002, en los términos dispuestos por los artículos de la "Ley que establece, reforma y adiciona las disposiciones relativas a diversos impuestos", publicada el 31 de diciembre de 1968, por lo que el material

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Teléfono (55)51408000 (conmutador) www.rtc.gob.mx

HNH-003-000626

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Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/282/2018

correspondiente a Tiempos Oficiales que le sea instruido por esta Dirección General deberá ser transmitido en las lenguas nacionales que se le indiquen, en el tiempo y forma acordados.

TERCERA.- la presente autorización no exime a la concesionaria de cumplir con la obligación contenida en el artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, consistente en utilizar la traducción respectiva al español, a lo que esta Dirección General dará cabal seguimiento a través del monitoreo correspondiente.

CUARTA.- El Himno Nacional Mexicano deberá transmitirse de conformidad con lo dispuesto en el artículo 41 de la Ley sobre el Escudo, la Bandera y el Himno Nacionales y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión.

QUINTA.- La publicidad y programas que se difundan deberán sujetarse a las disposiciones contenidas en la Ley Federal de Telecomunicaciones y Radiodifusión, el Reglamento de la Ley Federal de Radio y Televisión en Materia de Concesiones, Permisos y Contenidos de las Transmisiones de Radio y Televisión, y a la normatividad mexicana aplicable, particularmente lo relativo a las materias religiosa, sanitaria, de propiedad intelectual y protección al consumidor.

SEXTA.- La inobservancia a cualquiera de las condiciones arriba señaladas extinguirá de pleno derecho el presente acto administrativo por tratarse de condiciones resolutorias, de conformidad con lo dispuesto por la fracción IV del artículo 11 de la Ley Federal de Procedimiento Administrativo.

Lo anterior, haciendo de su conocimiento que, en términos del artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, la presente autorización tiene la vigencia que se indica en la misma, por lo que, teniendo en consideración que la diversa autorización contenida en el oficio DGRTC/00063/2017 emitida en favor de ese concesionario perdió su vigencia el 30 de noviembre de 2017, se señala que quedan a salvo las facultades de supervisión y vigilancia con que cuenta esta Unidad Administrativa, respecto del cumplimiento por parte de ese concesionario al precepto citado.

ATENTAMENTE


LIC. AMADEO DÍAZ MOGUEL
DIRECTOR GENERAL

c.c.p.: Lic. Francisco José Rullán Gutiérrez.- Director de Tiempos Oficiales de Radio y Televisión de la DG de RTC.- Para su conocimiento.
Lic. Alejandra García López.- Directora de Enlace y Apoyo Regional de la DG de RTC.- Para su monitoreo.
Lic. Zyanya Luciveras Trujillo.- Directora Jurídica de la DG de RTC.- Para su conocimiento.

En atención a los volantes internos Nos. 364/2018 y 420/2018.

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HNH-003-000021 ^{2 de 2}

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Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/252/2018

México, Ciudad de México, a 23 de febrero de 2018.

LIC. JOSÉ FRANCISCO GUTIÉRREZ CARMONA

Representante Legal de

W3 COMM CONCESIONARIA, S.A DE C.V.

Concesionaria de la estación **XEWW-AM**

690 KHz., en Rosarito, Baja California,

Moliere Número 39, piso 6

Colonia Polanco Chapultepec,

Delegación Miguel Hidalgo, Ciudad de México,

Código Postal 11560.

P R E S E N T E.

Asunto: Se autorizan transmisiones
Provenientes del Extranjero.

Me refiero a sus escritos recibidos en esta Dirección General los días 15 y 23 de febrero de 2018, por medio de los cuales solicita autorización por un año para efectuar transmisiones de lunes a domingo, durante las veinticuatro horas del día, cuya señal proviene del extranjero, en idiomas Inglés y Chino Mandarín, a través de la estación **XEWW-AM, ubicada en Rosarito, Baja California**, del programa que refiere el Contrato de Programación celebrado entre W3 Comm Concesionaria, S.A. de C.V. y "GLR Southern California L.L.C" o "W Radio", para lo cual adjuntó el comprobante de pago de derechos correspondientes, por la cantidad de \$528.00 (QUINIENTOS VEINTIOCHO PESOS 00/100 M.N), de conformidad con lo dispuesto por la fracción I del artículo 19-F de la Ley Federal de Derechos, así como el Contrato de Programación, mediante el cual se otorgan los derechos para la transmisión del citado programa.

Sobre el particular, me permito comunicarle que esta Dirección, con fundamento en lo dispuesto por los artículos 230 y Tercero Transitorio de la Ley Federal de Telecomunicaciones y Radiodifusión, 27, fracción XL de la Ley Orgánica de la Administración Pública Federal, 34, fracciones I, XII y XIII del Reglamento Interior de la Secretaría de Gobernación, 9, fracciones V y VII, 18 y 23 del Reglamento de la Ley Federal de Radio y Televisión, en Materia de Concesiones, Permisos y Contenido de las Transmisiones de Radio y Televisión en relación con el segundo párrafo del artículo 9 de la Ley Federal de Procedimiento Administrativo, **AUTORIZA** las transmisiones solicitadas en el periodo comprendido del **23 de febrero de 2018 al 30 de noviembre de 2018**, en sujeción a las siguientes:

CONDICIONES

PRIMERA.- Se autoriza a la concesionaria que a través de la estación señalada con anterioridad, transmita el programa denominado "**W Radio**", proveniente de **Los Ángeles California, Estados Unidos** que refiere el Contrato de Programación celebrado entre **W3 Comm Concesionaria, S.A. de C.V. y "GLR Southern California L.L.C" o "W Radio"**, respecto de lo cual la concesionaria se obliga a dar a conocer a la autoridad, cualquier cambio en la programación o los horarios autorizados durante la vigencia de la presente.

SEGUNDA.- Esta autorización no modifica ni exige a la Concesionaria en forma alguna de sus obligaciones legales en materia de divulgación gubernamental, contenidas en el artículo 41, Base III, Apartado A, incisos a) y g) y Apartado B, Inciso a), de la Constitución Política de los Estados Unidos Mexicanos, 251, 252 y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión: artículo primero, fracciones I y II del "Decreto por el que se autoriza a la Secretaría de Hacienda y Crédito Público a recibir de los concesionarios de estaciones de radio y televisión el pago del impuesto que se indica", publicado en el Diario Oficial de la Federación el 10 de octubre de 2002, en los términos dispuestos por los artículos de la "Ley que establece, reforma y adiciona las disposiciones relativas a diversos impuestos", publicada el 31 de diciembre de 1968, por lo que el material

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Dirección General de Radio, Televisión y Cinematografía

Oficio Núm. DGRTC/252/2018

correspondiente a Tiempos Oficiales que le sea instruido por esta Dirección General deberá ser transmitido en las lenguas nacionales que se le indiquen, en el tiempo y forma acordados.

TERCERA.- La presente autorización no exime a la concesionaria de cumplir con la obligación contenida en el artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, consistente en utilizar la traducción respectiva al español, a lo que esta Dirección General dará cabal seguimiento a través del monitoreo correspondiente.

CUARTA.- El Himno Nacional Mexicano deberá transmitirse de conformidad con lo dispuesto en el artículo 41 de la Ley sobre el Escudo, la Bandera y el Himno Nacionales y 253 de la Ley Federal de Telecomunicaciones y Radiodifusión.

QUINTA.- La publicidad y programas que se difundan deberán sujetarse a las disposiciones contenidas en la Ley Federal de Telecomunicaciones y Radiodifusión, el Reglamento de la Ley Federal de Radio y Televisión en Materia de Concesiones, Permisos y Contenidos de las Transmisiones de Radio y Televisión, y a la normatividad mexicana aplicable, particularmente lo relativo a las materias religiosa, sanitaria, de propiedad intelectual y protección al consumidor.

SEXTA.- La inobservancia a cualquiera de las condiciones arriba señaladas extinguirá de pleno derecho el presente acto administrativo por tratarse de condiciones resolutorias, de conformidad con lo dispuesto por la fracción IV del artículo 11 de la Ley Federal de Procedimiento Administrativo.

Lo anterior, haciendo de su conocimiento que, en términos del artículo 230 de la Ley Federal de Telecomunicaciones y Radiodifusión, la presente autorización tiene la vigencia que se indica en la misma, por lo que, teniendo en consideración que la diversa autorización contenida en el oficio DGRTC/00063/2017 emitida en favor de ese concesionario perdió su vigencia el 30 de noviembre de 2017, se señala que quedan a salvo las facultades de supervisión y vigilancia con que cuenta esta Unidad Administrativa, respecto del cumplimiento por parte de este concesionario al precepto citado.

ATENTAMENTE


LIC. AMADEO DÍAZ MOGUEL
DIRECTOR GENERAL

c.c.p.: Lic. Francisco José Sullán Gutiérrez.- Director de Tiempos Oficiales de Radio y Televisión de la DG de RTC.- Para su conocimiento.
Lic. Alejandra García López.- Directora de Enlace y Apoyo Regional de la DG de RTC.- Para su monitoreo.
Lic. Zyanya Lumbres Trujillo.- Directora Jurídica de la DG de RTC.- Para su conocimiento.

En atención a los volantes internos Nos. 363/2018 y 420/2018.

Delaware

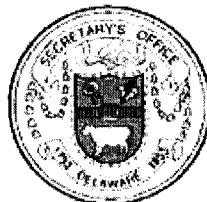
The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLR SOUTHERN CALIFORNIA LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JULY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLR SOUTHERN CALIFORNIA LLC" WAS FORMED ON THE THIRTIETH DAY OF NOVEMBER, A.D. 2005.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE BEEN PAID TO DATE.



4068557 8300

SR# 20185728252

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JBullock", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Authentication: 203086776

Date: 07-18-18

HNH-003-000065

Delaware

The First State

Page 1

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "GLR SERVICES INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JULY, A.D. 2018.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL REPORTS HAVE BEEN FILED TO DATE.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "GLR SERVICES INC." WAS INCORPORATED ON THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2000.

AND I DO HEREBY FURTHER CERTIFY THAT THE FRANCHISE TAXES HAVE BEEN PAID TO DATE.



3180553 8300

SR# 20185728225

You may verify this certificate online at corp.delaware.gov/authver.shtml

A handwritten signature in black ink, appearing to read "JWB", is written over a horizontal line. Below the line, the text "Jeffrey W. Bullock, Secretary of State" is printed.

Jeffrey W. Bullock, Secretary of State

Authentication: 203086771

Date: 07-18-18

HNH-003-000066

Summaries of Untranslated Spanish Language Documents: Question 3

The following are brief summaries of the contents of Spanish language Documents that were responsive to Question 3 of the Bureau's requests, but which we were unable to translate through electronic means. As stated in the Response, these translations have been provided at the Bureau's request. To the extent that the Bureau determines that it requires a formal translation, Applicants will be happy to provide one.

Autoriz W3 COMM2-c1

Production ID Nos. HNH-003-000020 to HNH-003-000021

Granted Authorization to Broadcast Programming In English And Chinese.

Letter from attorney Amadeo Diaz Moguel, General Division of Radio, Television, and Cinematography, to Jose Francisco Gutierrez Carmona, attorney to W3 COMM CONCESIONARIA, granting authorization to requests filed Feb. 15 2018 and Feb. 23 to transmit programming in English and Chinese via station XEWW-AM, located in Rosarito, Baja California.

Autoriz W3 COMM2-c1

Production ID Nos. HNH-003-000020 to HNH-003-000021

Granted Authorization to Broadcast Programming In English And Chinese.

Letter from attorney Amadeo Diaz Moguel, General Division of Radio, Television, and Cinematography, to Jose Francisco Gutierrez Carmona, attorney to W3 COMM CONCESIONARIA, granting authorization to requests filed Feb. 15 2018 and Feb. 23 to transmit programming in English and Chinese via station XEWW-AM, located in Rosarito, Baja California.

Autoriz W3 COMM-c1

Production ID Nos. HNH-003-000022 to HNH-003-000023

Granted Authorization for Transmission From Abroad (Rosarito, Baja California).

Letter from attorney Amadeo Diaz Moguel, General Division of Radio, Television, and Cinematography, to Jose Francisco Gutierrez Carmona, attorney to W3 COMM CONCESIONARIA, granting authorization to requests filed Feb. 15 2018 and Feb. 23 2018 for a one year permit to carry out transmissions from Monday to Sunday, 24 hours a day, whose signal comes from abroad in English and Chinese via station XEWW-AM, located in Rosarito, Baja California, of the program referred to in the programming agreement between W3 COMM CONCESIONARIA and GLR SOUTHERN CALIFORNIA LLC or W RADIO.

TAB 7



LEVENTHAL SENTER & LERMAN PLLC

RETURN COPY

November 2, 2006

PHILIP A. BONOMO
(202) 416-6773

FCC/MELLON

NOV 02 2006

E-MAIL
PBONOMO@LSL-LAW.COM

VIA COURIER

Federal Communications Commission
International Bureau -- Notifications
P.O. Box 358175
Pittsburgh, PA 15251-5175

**Re: Form 308 Application for Permit to Deliver Programs to
Foreign Broadcast Stations -- GLR Southern California
LLC**

Dear Sir or Madam:

On behalf of GLR Southern California LLC ("GLRSC"), enclosed herewith are an original and one copy of an Application for Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) requesting Commission approval of the delivery, via satellite, of GLRSC programming to Mexican radio station XETRA.

Also enclosed is a Remittance Advice (FCC Form 159) and a check for \$90.00 made payable to the Federal Communications Commission to cover the applicable fee.

Should you have any questions regarding this matter, please contact the undersigned.

Sincerely,

Philip A. Bonomo

Enclosures

cc: Selina Khan, FCC (via email)

FOR COMMISSION USE ONLY

File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS
(Carefully read instructions before filling out Form--RETURN ONLY FORM TO FCC)

1. Name of applicant	Street Address or P. O. Box	City	State	ZIP Code	Telephone No. (include area code)
GLR Southern California LLC	Baypoint Office Tower 4770 Biscayne Boulevard Suite 700	Miami	FL	33137	(305) 644-6641

2. Name and address to whom communication should be sent if different from item 1.					
Name	Street Address or P.O. Box	City	State	ZIP Code	Telephone No. (include area code)
Norman P. Leventhal, Esq.	Leventhal Senter & Lerman PLLC 2000 K Street, NW Suite 600	Washington	DC	20006	(202) 416-6744

3. Legal identity of applicant: (only check one box)

☐ Individual ☐ Partnership ☐ Corporation ☐ Government Entity ☒ Other

If Other specify: Limited Liability Company

4. Application is for:

☒ New Authorization ☐ Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? N/A ☐ YES ☐ NO

6. If applicant is a partnership, are all partners citizens of the United States? N/A-but see Exhibit 1 ☐ YES ☐ NO

7. If Applicant is a corporation:

a. Under laws of what state was it organized?

b. Is more than one-fifth of the capital stock of the corporation owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?

☐ YES ☐ NO

c. Is any officer or director of the corporation an alien?

☐ YES ☐ NO

If the answer is Yes, give the following for each:

Name	Nationality	Position
------	-------------	----------

d. Is applicant directly or indirectly controlled by any other corporation?

☐ YES ☐ NO

If the answer is Yes, give the following for the controlling corporation.

Name

Address

State in which
organized

e. Is more than one-fourth of the capital stock of the controlling corporation either owned of record, or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?

☐ YES ☐ NO

f. Is any officer or more than one-fourth of the directors of the corporation an alien?

☐ YES ☐ NO

If the answer is Yes, give the name, nationality, and position of each,
and give the total number of directors of the corporation.

Name

Nationality

Position

Number of Directors

g. Is the above-described controlling corporation in turn a subsidiary?

☐ YES ☐ NO

If the answer is Yes, attach as Exhibit No. _____ additional information answering the holding company questions in this paragraph for each company, to and including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following: N/A

Total number of members

Number of Alien members (if any)

b. State the following for alien officers or directors (if any):

Name

Nationality

Position

9. a. What is applicant's principal business?

Network and syndicated radio program supplier.

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the commission?

☒ YES ☐ No

If the answer is Yes, attach Exhibit No. 2 giving full particulars.

10. Is applicant a representative of an alien or of a foreign government?

☐ YES ☒ No

If the answer is Yes, explain. See Exhibit 1.

11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any court?

☐ YES ☒ No

b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency?

☐ YES ☒ No

If the answer to (a) and/or (b) is Yes, explain:

12. a. Has applicant or any party to this application been found guilty by any court of any felony?

☐ YES ☒ No

b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and/or unfair methods of competition?

☐ YES ☒ No

If the answer to (a) and/or (b) is Yes, explain.

13. Address of studio or other place at which programs will originate:
3500 West Olive Avenue, Burbank, CA 91505
14. State ownership of originating facilities.
GLR Southern California LLC
15. Describe the means (wireline, radio link, or other method) whereby programs will be delivered, to foreign station(s), including names of any interconnecting common carriers.
Programs will be delivered by satellite.
16. Give the location, type, and authorized power of foreign station(s) to which programs will be delivered, and identify the licensee or operating agency of such station(s).
See Exhibit 3.
17. Attach as Exhibit No. 4 a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
18. (a) Attach as Exhibit No. 5 a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours per day, week and/or month during which the foreign station(s) involved will broadcast such programs.
- (b) Attach as Exhibit No. 6 a detailed description of the nature and character of the programming proposed and the language to be employed.

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete, and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this 26 day of OCTOBER 2006

GLR Southern California LLC
(Name of Applicant)

By

Juan Pablo Alvarez
(Signature)
Juan Pablo Alvarez
Director/President

(Title)

GLR Southern California LLC

**WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.**

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No. of form	Name of officer or employee (1) by whom or (2) under whose direction exhibit was prepared (show which)	Official title
1	6, 10	All exhibits were prepared under the direction of Juan Pablo Alvarez.	Director/President GLR Southern California LLC
2	9.b		
3	16		
4	17		
5	18(a)		
6	18(b)		

ALIEN OWNERSHIP

The applicant, GLR Southern California LLC ("GLR Southern California"), is a Delaware limited liability company whose sole member is GLR Broadcasting LLC ("GLR Broadcasting"), a Delaware limited liability company. GLR Broadcasting's sole member is GLR Services Inc. ("GLR Services"), a Delaware corporation. GLR Services is, in turn, wholly owned by Grupo Latino de Radio, S.L. ("Grupo Latino de Radio"), a Spanish company. Promotora de Informaciones, S.A. ("Prisa"), a Spanish company, indirectly owns 80 percent of Grupo Latino de Radio.

Although Prisa has ultimate control of GLR Southern California, such control is not a bar to the grant of a Section 325(c) authorization. *See SIN, Inc.*, 101 F.C.C. 2d 823, 825 (1985) (imposition of citizenship requirement on Section 325 applicants unnecessarily restricts transfer of programming between the U.S. and foreign countries); *Amendment of . . . the Commission's Rules to Implement Section 403(k) of the Telecommunications Act of 1996 (Citizenship Requirements)*, 11 FCC Rcd 13072, 13074 (1996) (noting that since the 1996 Telecommunications Act removed the restrictions in Section 310(b) of the Communications Act on the ability of corporate holders of FCC authorizations to have alien officers or directors, the FCC will no longer accord any independent significance to analogous positions held by aliens that may convey the power to manage the affairs of an unincorporated entity).

Exhibit No. 2
GLR Southern California LLC
FCC Form 308
Paragraph 9.b.
November 2006

APPLICANT OWNERSHIP INTERESTS

Grupo Latino de Radiodifusion, LLC, a Delaware limited liability company and an affiliate of the applicant, has an indirect 25 percent ownership interest in Station WSUA(AM), Miami, Florida.

Exhibit No. 3

GLR Southern California LLC

FCC Form 308

Paragraph 16

November 2006

FOREIGN STATION TO RECEIVE PROGRAMMING

The instant application requests authority for electronic delivery of programming to Mexican radio station XETRA, Rosarito, Baja California Norte, Mexico. Station XETRA operates on frequency 690 kHz with authorized power of 77 kW (day). The station is licensed to W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation.

Exhibit No. 4
GLR Southern California LLC
FCC Form 308
Paragraph 17
November 2006

LEGAL RELATIONSHIP WITH FOREIGN STATION

The applicant, GLR Southern California LLC ("GLR Southern California"), has entered into a Station Programming and Sales Agreement ("Agreement") with W3 Comm Concesionaria, S.A. de C.V. ("W3 Comm"), the licensee of Station XETRA, and Careva, S.A. de C.V., which through an intermediate company owns the controlling interest in W3 Comm. Under the terms of the Agreement, GLR Southern California provides programming services to, and is responsible for selling all advertising time on, Station XETRA in exchange for payment of an annual fee and reimbursement of certain W3 Comm expenses. GLR Southern California retains all revenue from XETRA advertising time sales. A copy of the Station Programming and Sales Agreement, with confidential information redacted, is attached hereto.

STATION PROGRAMMING AND SALES AGREEMENT

This Station Programming and Sales Agreement (the "*Agreement*"), made this 25th day of January, 2006, is between GLR Southern California LLC, a Delaware limited liability company (hereinafter "GLR"), W3 Comm Concesionaria, S.A. de C.V., a Mexican corporation with offices at Tokio 102, Piso 5, Col. Juarez, Mexico D.F. ("Licensee"), the concessionaire of radio broadcast station XETRA, Rosarito-Tijuana, BC, Mexico, operating at 77 kW on 690 kHz (hereinafter the "Station"), and Careva, S.A. de C.V., a Mexican corporation which, through an intermediate company, owns the controlling interest in Licensee ("Licensee Parent").

RECITALS

WHEREAS, Licensee has available broadcasting time and is engaged in the business of radio broadcasting on the Station; and

WHEREAS, GLR desires to avail itself of the Station's broadcast time for the presentation of a programming service, including the sale of advertising time, in accordance with procedures and policies of the Secretaria de Comunicaciones y Transportes of the United Mexican States ("SCT") and the United States Federal Communications Commission ("FCC") and whose commonly owned sister company, GLR Networks LLC, possesses a permit issued by the FCC pursuant to Section 325 of the Communications Act to deliver programs to the Station for rebroadcast into the United States; and

WHEREAS, Licensee Parent holds a controlling interest in the Licensee and has the ability to, and will, cause the Licensee to broadcast the program service and otherwise to perform all acts necessary to enable it to fulfill Licensee's and Station's obligations hereunder;

THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. STATION PROGRAMMING, SALES AND PAYMENTS

1.1. **Broadcast of Programming.** During the Term, as defined below, Licensee shall make available exclusively to GLR all broadcast time on the Station, including all of the Station's analog and digital broadcasting facilities, channels and sub-channels, as authorized by the SCT, for the presentation of GLR's programs, commercial advertisements, public service announcements and promotions (the "*Programming*") and will carry all such Programming as provided by GLR, except for: (a) downtime occasioned by emergency maintenance or routine maintenance consistent with prior practice which, to the extent practicable, shall not exceed two (2) hours each Sunday morning between the hours of 12 midnight and 6:00 a.m. and shall be scheduled upon at least forty-eight (48) hours prior notice with the agreement of GLR, such agreement not to be unreasonably withheld; (b) up to two (2) hours per week on the Station at times mutually-agreeable to Licensee and GLR during which

time Licensee may broadcast additional programming designed to address the concerns, needs and issues of the Station's listeners or otherwise fulfill obligations imposed by the SCT or any applicable Mexican or U.S. law; (3) preemptions or programs required by Mexican law when counsel to Licensee and counsel to GLR agree that such preemptions or programming are so required; and (4) any contests, on-air giveaways or similar promotions relating to the Station that have not been expressly approved by Licensee and, to the extent required by law, any governmental authority.

1.2. Advertising and Programming Revenues. During the Term, GLR shall have full authority to sell, or engage a third party to sell, for its own account all commercial time on the Station, including sales in combination with other radio broadcast stations of its choosing, and to retain all revenues from the sale of such advertising. GLR shall be responsible for all expenses incurred in connection with such advertising.

1.3. Force Majeure Events. Any failure or impairment of facilities or any delay or interruption in broadcasting the Programming not directly or indirectly the fault of Licensee or their respective employees or agents, or failure at any time to furnish the facilities, in whole or in part, for broadcasting, or any failure of GLR to deliver the Programming, or any part thereof, due to acts of God, governmental regulation or fiat, or any other causes beyond the control of Licensee or GLR (collectively, "Force Majeure Events"), shall not constitute a breach of this Agreement.

1.4. Access to Facilities. To enable GLR to fulfill its obligations hereunder, Licensee shall make its facilities and equipment available to GLR for its use for the production and transmission of Programming under this Agreement. At any time employees, agents or representatives of GLR are on Licensee's premises, they shall be subject to supervision and direction by Licensee's designated employees or officers. Provided that such installation is not inconsistent with the terms of any applicable lease to which Licensee is a party, GLR also shall have the right to install at the Station's premises, and to maintain throughout the term of this Agreement, at GLR's sole expense, any additional microwave studio/transmitter relay equipment, telephone lines, transmitter remote control, monitoring devices or any other equipment which GLR deems reasonably necessary for production or delivery of the Programming to the Station. GLR shall be responsible for delivering the Programming to the Station.

1.5. Payments. In consideration for its rights hereunder, GLR shall pay to Licensee the fees set forth in Schedule 1.5. Such fees shall be in addition to the other undertakings and obligations of GLR hereunder. GLR shall receive a credit against any payments of the Monthly Fee otherwise due pursuant to this Agreement for the Programming delivered to the Station but not broadcast by the Station in the event that: (a) Licensee preempts more than two (2) hours of the Programming in any consecutive seven (7) day period; (b) there is loss or damage to the Station not attributable to the act or omission of GLR; or (c) a Force Majeure Event causes the Station to be off the air for more than twelve (12) consecutive hours. Such credit shall be determined by multiplying the total payment due for the month in which the Programming was delivered and not broadcast by the ratio of the amount of time for Programming not broadcast to the total time of all Programming delivered to the Station for broadcast during that month. If either GLR or Licensee fails to timely pay any amount within

five (5) days of the due date under this Agreement, such amount shall bear interest at a fluctuating rate equal to the Prime Rate as set by Citibank, N.A. for its preferred commercial customers from the date such amount was due until the date such amount is paid.

1.6. **Term.** The term of this Agreement (the "Term") shall commence on January 25, 2006 (the "Effective Date") and continue until the first to occur of: (a) December 31, 2025, or (b) the termination of this Agreement pursuant to Section 8; provided, however, that GLR shall have the right to extend the Term of this Agreement for successive terms of ten (10) years on the same terms and conditions provided that it gives notice of such extension to Licensee and Licensee Parent at least 180 days prior to the end of the then current term.

1.7. **License to Use Call Sign and Trademarks.** During the Term, Licensee hereby grants GLR an exclusive license to use Licensee's call sign for the Station and other trademarks and names which it owns (the "Marks") in connection with the Programming. All goodwill arising from GLR's use of the Marks shall accrue to the benefit of Licensee. GLR agrees that the nature and quality of all services rendered by it in connection with the Marks shall conform to reasonable quality standards set by and under the control of Licensee. Upon notice from Licensee of any fact which in its opinion indicates that GLR is using the Marks in a manner which does not conform with Licensee's reasonable quality standards, GLR will immediately conform its use of the Marks to such standards. GLR agrees to notify Licensee promptly in writing of any legal action commenced or threatened against it which relates to the Marks. During the Term, GLR shall not license the Marks to, or permit their use by, any other entity or person other than by GLR and by Licensee in the fulfillment of their respective obligations pursuant to this Agreement.

2. **OBLIGATIONS AND RESPONSIBILITIES FOR OPERATIONS**

2.1. **Licensee Control Over Station Operations.** Licensee shall retain full authority, power, and control over the operations of the Station during the Term of this Agreement, including specifically control over technical operations. Subject to the foregoing, GLR agrees to provide programming and related services to the Station, including: (i) the sale of advertising time on the Station; (ii) coordination of traffic and billing functions; and (iii) other administrative or operational functions consistent with this Agreement.

2.2. **Obligations and Rights of Licensee.** Licensee shall be responsible for the control of the day-to-day technical operations of the Station in conformance with its SCT licenses, permits and authorizations, and for compliance with the SCT's rules and regulations.

2.2.1. **Maintenance of Transmission Facilities.** Licensee shall maintain Station's transmission equipment and facilities, including the antenna, transmitter and transmission line, in good and workable order, consistent with all governmental requirements and the provisions of its Concession, and shall continue its accounts for the delivery of electrical power to the Station's transmitting facilities, subject to reimbursement of such utility expenses by GLR as provided in this Agreement. If GLR needs to obtain a studio transmitter link or similar authorization from either the SCT or the FCC to facilitate GLR's delivery of the Programming to Station's transmitter site, at GLR's expense, Licensee will cooperate reasonably with GLR to file any required application for such authority. If Station suffers loss or damage

of any nature to its equipment or facilities, which results in the interruption of Station's broadcasting or the inability of the Station to operate with its maximum authorized facilities, the Licensee shall immediately notify GLR. Licensee shall undertake such repairs as are necessary to maintain full-time operation of the Station with its maximum authorized facilities as expeditiously as possible following the occurrence of any such loss or damage (but not in respect of repairs necessitated by the negligent acts or omissions of GLR, its employees or agents) and in any event shall use its best efforts to commence such repairs within three (3) days from the occurrence of such loss or damage. During any period that the Station is off the air for more than twelve (12) consecutive hours, GLR shall receive credits to which it is entitled under Section 1.5 of this Agreement. GLR shall indemnify Licensee for any damage (normal wear and tear excepted) to any of its property caused by the negligent acts or omissions of GLR, its employees or agents.

2.2.2. Station's Call Signs. If requested by GLR, Licensee will cooperate with GLR to change the call sign of Station in the manner requested by GLR. GLR shall reimburse Licensee for any legal costs and governmental filing fees incurred in connection with such change.

2.2.3. Compliance with SCT Technical Rules. Licensee shall retain, on a full time or part time basis, a qualified engineer who shall be responsible for maintaining the transmission and other technical facilities of Station and ensuring compliance by the Station with the technical, operating and reporting requirements established by the SCT.

2.2.4. Insurance. Licensee will secure and maintain in full force and effect throughout the Term(s), insurance with responsible and reputable insurance companies covering such risks (including fire and other risks insured against by extended coverage, public liability insurance, insurance for claims against personal injury or death or property damage and such other insurance as may be required by law) and in such amounts and on such terms to ensure the complete and prompt replacement of any loss or damage that may be sustained by Licensee or to the studio, transmitting equipment or tower and related facilities of the Station.

2.3. Obligations and Rights of GLR

2.3.1. Programming. GLR may produce Programming at Licensee's facilities or at its own facilities or it may obtain Programming from third party sources and deliver the Programming to the Station. All rights to the Programming and to authorize its use in any manner and in any media whatsoever shall be, and remain, vested solely in GLR.

2.3.2. Compliance with Laws and Station Policies. All Programming will conform in all material respects to all applicable rules, regulations and policies of the SCT, and all other laws or regulations applicable to the broadcast of programming by the Station.

2.3.3. Cooperation with Licensee. GLR, on behalf of Licensee, shall furnish, within the Programming, all station identification announcements required by applicable governmental regulation, and shall, upon request by Licensee, provide information with respect to any of the Programming which is responsive to the public needs and interests of the area served by the Station to assist Licensee in the preparation of any required programming reports

and will provide other information to enable Licensee to prepare other records, reports and logs required by the SCT, FCC or other local, state or federal governmental agencies.

2.3.4. Payola and Plugola. To the extent required by applicable law, GLR will provide Licensee in advance with all information known to GLR regarding any money or other consideration which has been paid or accepted, or has been promised to be paid or to be accepted, for the inclusion of any matter as a part of any Programming (including commercial material) to be supplied to Licensee by GLR for broadcast on the Station, unless the party making or accepting such payment is identified in the Programming as having paid for or furnished such consideration, or is otherwise identified in accordance with governmental requirements. Commercial matter with obvious sponsorship identification will not require disclosure beyond the sponsorship identification contained in the commercial copy.

3. RESPONSIBILITY FOR EMPLOYEES AND EXPENSES

3.1. Licensee's Responsibility for Employees and Expenses. Licensee will staff the Station such that all of its obligations hereunder and to the SCT can be fulfilled on a timely basis. Licensee will be responsible for all costs for its personnel, as well as associated taxes, subject to reimbursement, if any, as provided in this Agreement. Licensee will be responsible for timely payment of other expenses incurred in the operation of its Station, including without limitation, all lease payments for the Station's main studio and transmitter site and all taxes and other costs incident thereto; all regulatory fees; and any applicable real estate and personal property taxes, utility costs, and maintenance costs, subject to reimbursement by GLR as provided on Schedule 1.5.

3.2. GLR's Responsibility for Employees and Expenses. GLR is responsible for the personnel and material for the production of the Programming, as well as for all other personnel involved in the sale of advertising time and marketing of the Station. GLR will employ and be responsible for the salaries, taxes, insurance and related costs for all of its personnel used in the production of the Programming and the sale of advertising within the Programming. GLR will pay all costs associated with production and listener responses attributable to the Programming, including its own telephone costs, fees to ASCAP, BMI and SESAC, and equivalent Mexican performing rights societies, as well as any other copyright fees (whether directly or pursuant to Schedule 1.5), and all other costs or expenses relating to the Programming.

3.3. No Third Party Beneficiary Rights. No provision of this Agreement is intended to, nor will it be deemed to create, any third party beneficiary rights of any employee or former employee (including any beneficiary or dependent thereof) of Licensee in respect of continued employment (or resumed employment) with Licensee or with GLR or in respect of any other matter.

4. RESERVED

5. LIMITATIONS.

GLR expressly does not, and shall not, assume or be deemed to assume, under this Agreement or otherwise by reason of the transactions contemplated hereby, any liabilities, obligations or commitments of Licensee or Station of any nature whatsoever

6. INDEMNIFICATION

6.1. Indemnification. From and after the Effective Date, GLR and Licensee shall indemnify, defend, protect and hold harmless the other and their respective principals, officers, directors, owners, stockholders, affiliates, agents and representatives (collectively, the "Indemnitees") from and against any and all losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") arising out of or incident to (a) any programming provided or furnished by such party for broadcast on the Station; (b) any breach by such party of any representation, warranty, covenant or other agreement contained in this Agreement; (c) the activities or negligent acts or omissions of such party, its employees or agents in fulfilling its obligations under this Agreement; or (d) a party's unapproved alteration of any programming provided by the other party for broadcast on the Station. Without limiting the foregoing, each party will indemnify, defend, protect, and hold harmless the Indemnitees from and against Claims for libel, slander, infringement of trademarks, trade names or program titles, violation of privacy rights and infringement or copyrights and other proprietary rights relating to the programming produced or furnished by it hereunder. The parties' indemnification obligations hereunder shall survive any termination or expiration of this Agreement.

6.2. Procedure for Indemnification. The procedure for indemnification shall be as follows:

6.2.1. Notice. The party seeking indemnification (the "Claimant") shall give notice to the party from whom indemnification is sought (the "Indemnitor") of any claim, whether solely between the parties or brought by a third party, specifying (a) the factual basis for the claim, and (b) the amount of the claim. If the claim relates to an action, suit or proceeding filed by a third party against Claimant, notice shall be given by Claimant within fifteen (15) days after written notice of the action, suit or proceeding was given to Claimant. In all other circumstances, notice shall be given by Claimant within thirty (30) days after Claimant becomes, or should have become, aware of the facts giving rise to the claim. Notwithstanding the foregoing, Claimant's failure to give Indemnitor timely notice shall not preclude Claimant from seeking indemnification from Indemnitor except to the extent that Claimant's failure has materially prejudiced Indemnitor's ability to defend the claim or litigation.

6.2.2. Claims Between Parties. With respect to claims between the parties, following receipt of notice from the Claimant of a claim, the Indemnitor shall have thirty (30) days to make any investigation of the claim that the Indemnitor deems necessary or desirable. For the purposes of this investigation, the Claimant agrees to make available to the Indemnitor

and/or its authorized representatives the information relied upon by the Claimant to substantiate the claim. If the Claimant and the Indemnitor cannot agree as to the validity and amount of the claim within the thirty (30) day period (or any mutually agreed upon extension thereof), the Claimant may seek appropriate legal remedy. Any investigation by or on behalf of any party hereto shall not constitute a waiver as to enforcement of any representation, warranty, covenant, indemnity, or agreement contained in this Agreement.

6.2.3. Third Party Claims. With respect to any claim by a third party as to which the Claimant is entitled to indemnification hereunder, the Indemnitor shall have the right at its own expense to participate in or assume control of the defense of the claim, and the Claimant shall cooperate fully with the Indemnitor, subject to reimbursement for actual out-of-pocket expenses incurred by the Claimant as the result of a request by the Indemnitor. If the Indemnitor elects to assume control of the defense of any third-party claim, the Claimant shall have the right to participate in the defense of the claim at its own expense. If the Indemnitor does not elect to assume control or otherwise participate in the defense of any third party claim, Claimant may, but shall have no obligation to, defend or settle such claim or litigation in such manner as it deems appropriate, and in any event Indemnitor shall be bound by the results obtained by the Claimant with respect to the claim (by default or otherwise) and shall promptly reimburse Claimant for the amount of all expenses (including the amount of any judgment rendered), legal or otherwise, incurred in connection with such claim or litigation. The Indemnitor shall be subrogated to all rights of the Claimant against any third party with respect to any claim for which indemnity was paid.

6.3. Limitations. Neither GLR nor Licensee shall have any obligation for any indemnification under this Agreement except upon compliance by the other with the provisions of this Section 6.

6.4. Survival. The representations, warranties, covenants, indemnities and agreements contained in this Agreement, or in any certificate, document or instrument delivered pursuant to this Agreement, are and will be deemed and construed to be continuing representations, warranties, covenants, indemnities and agreements and shall survive any termination or expiration of this Agreement as follows; (i) with respect to the representations and warranties hereunder, for a period of two (2) years after any termination or expiration of this Agreement, and (ii) with respect to the covenants, indemnities, and agreements of the parties hereunder, until the same have been discharged in full.

6.5. Damages; Specific Performance. In the event of a material breach by any party of its obligations hereunder, the non-breaching party shall be entitled to seek monetary damages against the party in breach. To the extent permitted by law, the non-breaching party shall also be entitled, in addition to a right to seek and collect monetary damages, to obtain specific performance of the terms of this Agreement, in which case the breaching party shall waive the defense that there is an adequate remedy at law.

7. **EVENTS OF DEFAULT AND CURE PERIODS**

7.1. **Events of Default.** The following shall, after the expiration of the applicable cure periods as set forth in Section 7.2, each constitute an Event of Default under this Agreement:

7.1.1. **Non-Payment.** GLR's failure to make any payment when due as set forth in Schedule 1.5 of this Agreement;

7.1.2. **Default in Covenants or Adverse Legal Action.** If any party (a) defaults in the performance of any material covenant, condition or undertaking contained in this Agreement, (b) makes a general assignment for the benefit of creditors, or (c) files or has filed against it a petition for bankruptcy, for reorganization or an arrangement, or for the appointment of a receiver, trustee or similar creditors' representative for the property or assets of such party under any federal or state insolvency law, which, if filed against such party, has not been dismissed or discharged within sixty (60) days thereafter; or

7.1.3. **Breach of Representation.** Any material representation or warranty made by any party to this Agreement, or in any certificate or document furnished by any party to the other pursuant to the provisions of this Agreement, that proves to have been false or misleading in any material respect as of the time made or furnished.

7.2. **Cure Periods.** An Event of Default will not be deemed to have occurred until thirty (30) days after the non-defaulting party has provided the defaulting party with written notice specifying the event or events that, if not cured, would constitute an Event of Default and specifying the actions necessary to cure the default(s) within such period; the foregoing 30-day period may be extended with the consent of the non-breaching party for a reasonable period of time if the defaulting party is acting in good faith to cure.

8. **TERMINATION**

8.1. **Termination Upon Default.** Upon the occurrence of an uncured Event of Default, in addition to its other rights and remedies at law or in equity, the non-defaulting party may terminate this Agreement, provided that it is not also then in material default of this Agreement.

8.2. **Termination Upon Mutual Agreement.** Upon the mutual consent of all parties, this Agreement may be terminated.

8.3. **Certain Matters Upon Termination.**

8.3.1. If this Agreement is terminated prior to, or at, the end of the Term for any reason,

(a) GLR shall assign, transfer and convey to Licensee all of GLR's rights in, to and under contracts that remain in effect on the date of such termination, as well as all times sales agreements and barter agreements existing on the date of such termination

(collectively the "Assumed Contracts"). GLR shall use reasonable efforts to promptly obtain and deliver to Licensee, at GLR's expense, any necessary consents to the assignment of the Assumed Contracts to same; provided, however, that if termination of the Agreement was due to an Event of Default of Licensee, Licensee shall bear all such expense.

(b) Licensee shall assume from GLR all liabilities, obligations and commitments of GLR arising or accruing on or after the date of termination pursuant to the Assumed Contracts, and GLR shall be responsible only for those obligations under the Assumed Contracts arising on or after the Effective Date and prior to the termination of this Agreement.

(c) GLR shall return to Licensee any equipment or property of Station used by GLR, its employees or agents, in substantially the same condition as such equipment existed on the Effective Date, ordinary wear and tear excepted.

(d) Licensee shall have no further obligation to provide to GLR any broadcast time or broadcast transmission facilities and GLR shall have no further obligation to make payments to Licensee under Section 1.5 (subject to payment of all amounts owed to Licensee as of such termination or expiration date). Upon any termination, GLR shall be responsible for all debts and obligations of GLR to third parties based upon the purchase of air time and the use of Licensee's facilities, including, without limitation, accounts payable, barter agreements and unaired advertisements, arising prior to the date of termination, but not for Licensee's income tax obligations or taxes levied upon Licensee's personal property. If any invoice, bill or statement rendered to Licensee after termination or any payment made by GLR before termination relates to expenses incurred for periods before and after such termination, such expenses shall be prorated between GLR and Licensee.

8.3.2. Upon termination, all sums owing GLR or Licensee through the effective date of termination shall be paid but no expiration or termination of this Agreement shall terminate the obligation of each party to indemnify the other for claims of third parties under Section 6 of this Agreement or limit or impair any party's rights to receive payments due and owing hereunder on or before the date of such termination or to seek damages or specific performance for Events of Default of the other party.

8.4 Loss or Modification of License. Notwithstanding anything herein to the contrary, if the concession (license) for the Station is revoked or terminated by the SCT, or the parameters of the Station's authorized operation are materially reduced (by way of example, a reduction of more than 15% of its authorized power shall be considered material), at the discretion of GLR, this Agreement may be terminated as of the date of such termination, revocation of license or change in operational parameters.

9. REPRESENTATIONS AND WARRANTIES

9.1. Representations, Warranties and Covenants of GLR and Licensee. GLR and Licensee hereby represent and warrant that:

9.1.1. Authorization and Binding Obligation. They each have all necessary power and authority to enter into and perform this Agreement and the transactions

contemplated by this Agreement, and the execution, delivery and performance of this Agreement have been duly and validly authorized by all necessary action on their part and constitutes a valid and binding obligation enforceable against them in accordance with its terms.

9.1.2. Absence of Conflicting Agreements or Required Consents. The execution, delivery and performance of this Agreement: (a) do not and will not violate any provisions of their respective organizational documents; (b) do not and will not require the consent or approval of or any filing with any third party or governmental authority, or require a filing with, any governmental authority other than the SCT and the FCC as specified in Schedule 9.1.2; and (c) do not and will not, either alone or with the giving of notice or the passage of time, or both, conflict with, constitute grounds for termination or acceleration of or result in a breach of the terms, conditions or provisions of, or constitute a default, under any agreement, lease, instrument, license or permit to which they are now subject.

9.1.3. Cooperation. If this Agreement is challenged in whole or in part in any administrative or judicial forum, counsel for the Licensee and counsel for GLR shall jointly defend the Agreement and the parties shall cooperate fully with such defense.

9.2 Representations and Warranties of Licensee. Licensee hereby represents and warrants that:

9.2.1. Organization and Standing. It is a corporation duly formed, validly existing and in good standing under the laws of the United Mexican States and has all necessary power and authority to own, lease and operate the Station's assets, and to carry on the business of the Station.

9.2.2 Fulfillment of Obligations. Licensee shall cause Station to fully perform the obligations set forth herein for Licensee and Station and, as of the Effective Date and throughout the Term, neither Licensee nor Station will have any agreement, contract, commitment or understanding to broadcast on the Station any programs, commercial or other matter other than that provided pursuant to this Agreement.

9.2.3 Equipment and Facilities. As of the Effective Date, and during the Term and any extension thereof, the equipment and facilities of the Station necessary for the proper transmission of the Programming on the Station are, and shall be, in good operating condition, reasonable wear and tear excepted, and are, and shall be, operated at full authorized power in all material respects in accordance with SCT authorizations and requirements. Licensee shall own and maintain all governmental authorizations necessary of the operation of the Station and such shall be in full force and effect throughout the Term.

9.2.4 Validity of License. There is not now pending or, to Licensee's knowledge, threatened, any action by a governmental authority or other party to revoke, cancel, suspend, refuse to renew or modify any of its governmental authorizations. Licensee knows of no event which has occurred that allows or, after notice or lapse of time or both would allow, the revocation or termination of any such governmental authorizations or the imposition of any restriction thereon of such a nature that may limit the operation of the Station as presently conducted. Licensee is not in violation of any statute, ordinance, rule, regulation, order or decree

of any governmental authority which violation would have a material adverse effect on Licensee or its assets or its ability to perform this Agreement. Licensee shall not take any action or omit to take any action that would have an adverse impact upon any of its government authorizations or the Licensee, its assets or its ability to perform this Agreement.

9.2.5 No Incurrence of Debt. Licensee shall not incur any debt, obligation or liability without the prior written consent of GLR if such undertaking would adversely affect Licensee's performance hereunder or the business or operations of the Station or GLR contemplated hereunder. Licensee shall pay in a timely fashion all of its debts, assessments, fees, fines, levies and taxes as they come due.

9.3. Representations and Warranties of GLR. GLR hereby represents and warrants that:

9.3.1. Organization and Standing. GLR is a company duly formed, validly existing and in good standing under the laws of the State of Delaware, and has all necessary power and authority to perform its obligations under this Agreement as of the date of execution and on and after the Effective Date.

9.3.2 Program Rights. Except as may be notified to Licensee from time to time in accordance with Section 10.8, GLR will have all necessary rights to deliver to, and broadcast on, the Station, the Programming, including any necessary music performance and synchronization rights, and that the broadcast of the Programming on the Station will not infringe on any rights of any third party, including, but not limited to, copyright, patent, trademark, unfair competition, contract, property, defamation, privacy, publicity or "moral rights" (but only to the extent such moral rights are recognized by U.S. law).

10. MISCELLANEOUS

10.1. Entire Agreement, Amendments. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements, broadcasting commitments, or any other understandings between GLR and Licensee with respect to such subject matter. No provision of this Agreement shall be changed or modified, nor shall this Agreement be discharged in whole or in part, except by an agreement in writing signed by the party against whom the change, modification, or discharge is claimed or sought to be enforced, nor shall any waiver of any of the conditions or provisions of this Agreement be effective and binding unless such waiver shall be in writing and signed by the party against whom the waiver is asserted, and no waiver of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision.

10.2. No Waiver; Remedies Cumulative. No failure or delay on the part of GLR or Licensee in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties to this

Agreement are cumulative and are not exclusive of any right or remedies that either may otherwise have.

10.3. Governing Law and Forum. The construction and performance of this Agreement shall be governed by the laws of the State of Florida without regard to its principles of conflict of law. In order to enforce the provisions hereof, each of the parties hereto: (i) submits and consents to the personal jurisdiction of any state or federal court located in the Southern District of Florida with respect to any suit, action or proceeding relating to this Agreement or any of the transactions contemplated hereby, which jurisdiction shall constitute the exclusive forum for resolving any such disputes, (ii) waives any objection that such party may now or hereafter have to the lying of venue of any such suit, action or proceeding brought in any such court, and waives any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum, (iii) waives the right to object that any such court does not have personal jurisdiction over such party, and (iv) consents to the service of process in any such suit, action or proceeding upon the receipt through the United States mail of copies of such process to such party by certified mail to the addresses indicated herein or at such other addresses of which the other parties shall have received written notice.

10.4. No Partnership or Joint Venture. This Agreement is not intended to be and shall not be construed as a partnership or joint venture agreement between the parties. Except as otherwise specifically provided in this Agreement, no party to this Agreement shall be authorized to act as agent of or otherwise represent any other party to this Agreement.

10.5. Benefit and Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Upon any approved assignment hereunder, references to the assigning party shall include such assignee, provided, however, that no such assignment shall relieve the assigning party of any obligation hereunder. The respective Indemnitees described in Section 6.1 shall be intended beneficiaries of the indemnity undertakings of the parties in this Agreement.

10.6. Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.7. Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. Facsimile signatures shall be considered originals.

10.8. Notices. All notices hereunder shall be in writing and shall be deemed given (i) upon receipt, if personally delivered, (ii) upon electronic confirmation of delivery, if transmitted by facsimile, provided such notice is also sent by first class United States mail, and (iii) upon confirmed receipt for any notice delivered by an overnight commercial delivery service, addressed to the respective party at its address set forth below or at such other address as such party shall from time to time designate in writing to the other parties.

If to Licensee and/or Licensee Parent:

W3 Comm Concesionaria, S.A. de C.V.
c/o Moliere 39-6, Mexico 11560 D.F.
Fax: 011-52-55-5282-1860
Attn: Jose Francisco Gutierrez Carmona

With a copy to:

Careva, S.A. de C.V.
Moliere 39-6, Mexico 11560 D.F.
Fax: 011-52-55-5282-1860
Attn: Cristina Cardenas Cornisa

If to GLR:

GLR Broadcasting LLC
Baypoint Office Tower
4770 Biscayne Blvd.
Suite 700
Miami, FL 33137
Fax: 305-644-6703
Attn: Sonia Dula

With a copy to:

Leventhal, Senter & Lerman, PLLC
2000 K Street, NW
Suite 600
Washington, DC 20006
Fax: 202-293-7783
Attn: Norman P. Leventhal

10.9. Severability. In the event that any of the provisions of this Agreement shall be held unenforceable, then the remaining provisions shall be construed as if such unenforceable provisions were not contained herein. If any provision of this Agreement is deemed to be unenforceable in any jurisdiction, as to such jurisdiction, such provision will be construed to be ineffective to the extent of such unenforceability without invalidating the remaining provisions of this Agreement, and unenforceability in any jurisdiction will not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law, the parties to this Agreement waive any provision of law now or hereafter in effect which renders any provision of this Agreement unenforceable in any respect.

10.10. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other party except that GLR may assign its rights to any entity under common control without the consent of Licensee or Licensee Parent provided that written notice of such assignment is given to Licensee at least thirty (30) days prior thereto.

10.11. Regulatory Changes. In the event that any order or decree of an administrative agency or court that would cause this Agreement to be invalid or violate any applicable law, and such order or decree has become effective and has not been stayed, the parties will use their respective best efforts to negotiate an amendment to this Agreement to the minimum extent necessary so as to comply with such order or decree without material economic detriment to the other party. In the event that the parties are unable to agree upon such an amendment, then this Agreement may be terminated by any party.

IN WITNESS WHEREOF, the parties have executed this Station Operating Agreement as of the date first above written.

GLR SOUTHERN CALIFORNIA LLC

By: 

Name: SONIA DULA

Title: President

W3 COMM CONCESIONARIA, S.A. de C.V.

By: 

Name: J. FRANCISCO GUTIERREZ C.

Title: SECRETARY

CAREVA, S.A. de C.V.

By: 

Name:

Title:

SCHEDULE 1.5

During the Term of this Agreement, GLR will pay Licensee an annual fee of [REDACTED], payable in advance in equal amounts of [REDACTED] on or before the first day of each calendar month and prorated for any partial month (the "Monthly Fee") in consideration for GLR's rights under this Agreement.

In addition, GLR will reimburse Licensee's reasonable expenses related to the following items:

1. Insurance expenses (liability and errors and omissions).
2. Tower, transmitter building, studio and office lease payments.
3. Salaries and benefits for all Station personnel employed by Licensee at the Station.
4. Expenses incurred by Licensee to the extent not paid directly by GLR, including, but not limited to, any capital expenditures relating to the maintenance, repair and replacement of the Station's transmitting and studio equipment and other Licensee assets.
5. Miscellaneous Station expenses such as for utilities (electricity, gas, and water) and telephone incurred in the course of the operation of the Station during the Term.

Within thirty (30) days of the presentation by Licensee to GLR of paid invoices for these items, GLR will reimburse Licensee for payments made by it.

Any *pro rata* credit due GLR under the provisions of this Agreement may be offset by GLR against the next Monthly Fee due Licensee hereunder.

Schedule 4.1

Assumed Obligations

None

Schedule 9.1.2

Required Consents or Filings

None

Exhibit No. 5
GLR Southern California LLC
FCC Form 308
Paragraph 18(a)
November 2006

SCHEDULE AND QUANTITY OF PROGRAM DELIVERIES

The programming that is the subject of this application will be transmitted to Station XETRA on a regular basis, twenty-four hours a day, seven days a week.

Exhibit No. 6
GLR Southern California LLC
FCC Form 308
Paragraph 18(b)
November 2006

NATURE AND CHARACTER OF PROGRAMMING

The applicant proposes to provide a full range of Spanish-language programming on Station XETRA, including sports, news, entertainment, public affairs, religious, and educational programming.

ANTI-DRUG ABUSE CERTIFICATION

By checking "Yes," the applicant certifies that no party to the application is subject to a denial of federal benefits that includes FCC benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

☒ Yes

☐ No

GLR SOUTHERN CALIFORNIA LLC

By:

Juan Pablo Alvarez

Title: Director/President

Date: October 26, 2006

READ INSTRUCTIONS CAREFULLY
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION
REMITTANCE ADVICE

Approved by OMB
3060-0589
Page 1 of 1

(1) LOCK BOX # <div style="border: 1px solid black; padding: 2px; display: inline-block;">358175</div>		SPECIAL USE ONLY FCC USE ONLY	
SECTION A - PAYER INFORMATION			
(2) PAYER NAME (if paying by credit card enter name exactly as it appears on the card) Leventhal Senter & Lerman PLLC		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) \$90.00	
(4) STREET ADDRESS LINE NO. 1 2000 K Street, NW			
(5) STREET ADDRESS LINE NO. 2 Suite 600			
(6) CITY Washington		(7) STATE DC	(8) ZIP CODE 20006
(9) DAYTIME TELEPHONE NUMBER (include area code) 202-416-6773		(10) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(11) PAYER (FRN) 0004054797		(12) FCC USE ONLY	
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C) COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(13) APPLICANT NAME GLR Southern California LLC			
(14) STREET ADDRESS LINE NO. 1 Baypoint Office Tower			
(15) STREET ADDRESS LINE NO. 2 4770 Biscayne Boulevard, Suite 700			
(16) CITY Miami		(17) STATE FL	(18) ZIP CODE 33137
(19) DAYTIME TELEPHONE NUMBER (include area code) 305-644-6641		(20) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(21) APPLICANT (FRN) 0015682628		(22) FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(23A) CALL SIGN/OTHER ID	(24A) PAYMENT TYPE CODE MBR	(25A) QUANTITY 1	
(26A) FEE DUE FOR (PTC) \$90.00	(27A) TOTAL FEE \$90.00	FCC USE ONLY	
(28A) FCC CODE 1		(29A) FCC CODE 2	
(23B) CALL SIGN/OTHER ID	(24B) PAYMENT TYPE CODE	(25B) QUANTITY	
(26B) FEE DUE FOR (PTC)	(27B) TOTAL FEE	FCC USE ONLY	
(28B) FCC CODE 1		(29B) FCC CODE 2	
SECTION D - CERTIFICATION			
CERTIFICATION STATEMENT I, _____, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.			
SIGNATURE _____		DATE _____	
SECTION E - CREDIT CARD PAYMENT INFORMATION			
MASTERCARD _____ VISA _____ AMEX _____ DISCOVER _____			
ACCOUNT NUMBER _____		EXPIRATION DATE _____	
I hereby authorize the FCC to charge my credit card for the service(s)/authorization herein described.			
SIGNATURE _____		DATE _____	

LEVENTHAL, SENTER & LERMAN P.L.L.C. • SUITE 600 • 2000 K STREET, N.W. • WASHINGTON, D.C. 20006-1809

10190

011299	Federal Communications Commission	DATE PAID	11/02/2006	10190
VOUCHER NO.	DESCRIPTION	DATE	INVOICE NO.	AMOUNT
41953	Filing fee	11/02/2006	110206	90.01
CHECK AMOUNT				\$90.00

LAW OFFICES
LEVENTHAL, SENTER & LERMAN P.L.L.C.
SUITE 600 • 2000 K STREET, N.W.
WASHINGTON, D.C. 20006-1809

SUN TRUST
65-270/550

10190

DATE
11/02/2006

AMOUNT
\$90.00

PAY Ninety and NO/100

TO THE
ORDER
OF Federal Communications Commission

LEVENTHAL, SENTER & LERMAN P.L.L.C.

[Signature]

AUTHORIZED SIGNATURE

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈010190⑈ ⑆055002707⑆ 704530759⑈

HNH-007-000057



PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION
445 12th STREET S.W.
WASHINGTON D.C. 20554

News media information 202-418-0500
Internet: <http://www.fcc.gov> (or ftp.fcc.gov)
TTY (202) 418-2555

Report No. 325-00210

Wednesday June 14, 2017

Permit To Deliver Programs To Foreign Broadcast Stations

re: Actions Taken

The Commission, by its International Bureau, took the following actions pursuant to delegated authority. The effective dates of the actions are the dates specified.

INFORMATIVE

325-RWL-20170321-00004

GLR SOUTHERN CALIFORNIA LLC

Granted on June 14, 2017, subject to conditions, application for Section 325 (c) permit by GLR Southern California, LLC, to deliver programming to XEWW-AM, Rosarita, Baja California Norte, Mexico. The station operates on frequency 690 kHz with an authorized of power of 77kW (day) and 50 kW (night). The station is licensed to W3 Comm Concessionaria, S.A. de C.V.

Grant of this permit is conditioned upon the Mexican stations operation in full compliance with applicable treaties and related provisions concerning electrical interference to U.S. Broadcast stations.

This authorization is predicated on the use of a foreign station assignment, which must abide by the terms of the 1992 USA-Mexico AM Expanded Band Broadcast Agreement. Hence, this program authorization applies only to the specific foreign station facilities which are currently on file with the Commission as having been officially coordinated by the Secretaria de Comunicaciones y Transportes (SCT) in Mexico and subsequently approved by the Commission for operation. If the transmitter coordinates or technical operating parameters of the foreign station are altered subsequent to this authorization or are found to be different from those currently on file and approved by the Commission, this program authorization will be subject to immediate termination without right to hearing.

For more information concerning this Notice, contact Janice Shields at (202) 418-2153; Janice.Shields@fcc.gov; TTY 1-888-835-5322.

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HO CHI MINH CITY

Duane Morris

FIRM and AFFILIATE OFFICES

F. REID AVETT
DIRECT DIAL: +1 202 776 5212
PERSONAL FAX: +1 202 403 3061
E-MAIL: ravett@duanemorris.com

www.duanemorris.com

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OF DUTCH
MEXICO CITY
ALLIANCE WITH
MIRANDA & ESTAVILLO
SRI LANKA
ALLIANCE WITH
GOWERS INTERNATIONAL

June 20, 2018

Federal Communications Commission
International and Satellite Service
P.O. Box 979093
St. Louis, MO 63197-9000

Re: *Form 308 Application for Permit to Deliver Programs to Foreign
Broadcast Stations -- GLR Southern California, LLC -- EXPEDITED
APPROVAL REQUESTED (REVISED)*

Dear Sir or Madam:

On behalf of GLR Southern California, LLC ("Licensee"), Licensee's parent company GLR Services, Inc. ("Transferor") and H&H Group USA LLC ("Transferee" and collectively with Licensee and Transferor, "Applicants"), enclosed herewith are a revised copy of an Application for Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) ("Revised Application") requesting Commission approval of the delivery, via internet protocol, of Licensee's programming to Mexican radio station XEWW-AM, Rosarito, Baja California Norte, Mexico (the "Station"). The Revised Application is the exact same as the application that was submitted to the Commission on June 13, 2018 ("Original Application"), other than the inclusion of signed certification pages by the Licensee, Transferor and Transferee in lieu of the verifications and certifications by such Applicants. Please refer to the June 13, 2018 letter to you from Paige Fronabarger of Wilkinson, Barker & Knauer LLP for additional details on the contemplated transactions. A copy of such June 13, 2018 letter is also enclosed herewith.

Should you have any questions regarding this matter, please contact the undersigned.

Very truly yours,

Reid Avett

Enclosures

DUANE MORRIS LLP

505 9TH STREET, N.W., SUITE 1000 WASHINGTON, D.C. 20004-2166

PHONE: +1 202 776 7800 FAX: +1 202 776 7801

HNH-007-000233

Federal Communications Commission
Washington, D.C. 20554

APPROVED BY OMB
OMB Control Number
3050-1133

Instructions For FCC 308
Application For Permit To Deliver Programs to Foreign Broadcast Stations

- A. This form is to be used in applying under Section 325(c) of the Communications Act of 1934, as amended, for authority to locate, use, or maintain a studio in the United States for the purpose of supplying program material to a foreign radio or TV broadcast station whose signals are consistently received within the United States, or for extension of existing authority.
- B. File in DUPLICATE with the Federal Communications Commission, Washington, D.C. 20554.
- C. If the applicant holds a valid radio or TV broadcast station license or construction permit, an informal application (in letter form) may be used in lieu of this form. Any such informal application, however, must include full responses to Items 17 and 18.
- D. If programs to be delivered to foreign station(s) are of a continuing nature (rather than isolated special events), notice thereof must be published and proof of publication submitted in accordance with Section 73.3590 of the Commission's Rules.
- E. This application must be personally signed by the applicant, if an individual; by a partner, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member (who is an officer), if the applicant is an unincorporated association; by a duly elected or appointed official empowered to do so under the laws of the jurisdiction, if the applicant is a government entity; or by the applicant's attorney in case of the applicant's physical disability or absence from the United States. If the attorney signs, he/she must separately set forth the reasons why the application is not signed by the applicant. Matters stated by attorneys on belief (rather than personal knowledge) must be supported by the reasons for such belief.
- F. Answer all paragraphs, and attach and number any required exhibit(s). Incomplete applications will be returned. Paragraphs which are not applicable should be answered "D/N/A". If application is for extension of existing authority and information previously supplied is still accurate and complete, reference may be made under individual paragraphs to information "On File."
- G. Authority to deliver programs to foreign broadcast stations is not granted or extended for periods of more than one year.

Instructions for FCC 308 (Page 1)
Month/Year

HNH-007-000234

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended.

The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed or designated for hearing.

If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain this Authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(a)(4)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCT 11, 1995, 44 U.S.C. 3507.

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take 1 - 2 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this burden estimate, or on how we can improve the collection and reduce the burden it causes you, e-mail them to pr@fcc.gov or send them to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Project (3060-1133), Washington, DC 20554. Please DO NOT SEND COMPLETED APPLICATIONS TO THIS ADDRESS. Remember - you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-1133.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCTOBER 1, 1995, 44 U.S.C. 3507.

Instructions for FCC 308 (Page2)
Month Year

FOR COMMISSION USE ONLY
File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS
(Carefully read instructions before filling out Form-RETURN ONLY FORM TO FCC)

1. Name of Applicant Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

OLR Southern 8 The Drawbridge Woodbury, NY 11787 616-921-8868
California, LLC

2. Name and address to whom communication should be sent if different from item 1.

Name Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

3. Legal identity of applicant: (only check one box)

☐ Individual ☐ Partnership ☐ Corporation ☐ Government Entity ☒ Other

If other specify: Limited Liability Company

4. Application is for:

☒ New Authorization ☐ Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? N/A ☐ YES ☐ NO

6. If applicant is a partnership, are all partners citizens of the United States? N/A ☐ YES ☐ NO

7. If applicant is a corporation:

a. Under laws of what state was it organized:

b. Is more than one-fifth of the capital stock of the corporation owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? ☐ YES ☐ NO

c. Is any officer or director of the corporation an alien? ☐ YES ☐ NO

If the answer is Yes, give the following for each:

Name Nationality Position

FCC 306
Month/Year

HNH-007-000236

d. Is applicant directly or indirectly controlled by any other corporation? ☐ ☐ YES NO

If the answer is Yes, give the following for the controlling corporation

Name	Address	State in which organized
------	---------	--------------------------

e. Is more than one-fourth of the capital stock of the controlling corporation either owned of record, or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? ☐ ☐ YES NO

f. Is any officer or more than one-fourth of the directors of the corporation an alien? ☐ ☐ YES NO

If the answer is Yes, give the name, nationality and position of each and give the total number of directors of the corporation.

Name	Nationality	Position	Number of Directors
------	-------------	----------	---------------------

g. Is the above-described controlling corporation in turn a subsidiary? ☐ ☐ YES NO

If the answer is Yes, attach as Exhibit No. additional information answering the holding company questions in this paragraph for each company, including the organization having ultimate control.

8. a. If the applicant is an unincorporated association, give the following:

Total number of members	Number of Alien Members (if any)
-------------------------	----------------------------------

See Exhibit A - two U.S. members.

b. State the following for alien officers or directors (if any):

Name	Nationality	Position
------	-------------	----------

FCC 308 (Page 2)
Month/Year

HNH-007-000237

9. a. What is applicant's principal business? Radio program supplier

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the Commission?

☐ ☒ YES NO

If the answer is Yes, attach Exhibit No. giving full particulars.

10. Is applicant a representative of an alien or of a foreign government?

☐ ☒ YES NO

If the answer is Yes, explain.

11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any court?

☐ ☒ YES NO

b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency?

☐ ☒ YES NO

If the answer to (a.) and/or (b) is Yes, explain.

12. a. Has applicant or any party to this application been found guilty of any felony by any court?

☐ ☒ YES NO

b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and or unfair methods of competition?

☐ ☒ YES NO

If the answer to (a.) and/or (b) is Yes, explain.

FCC 308 (Page 3)
Month/Year

HNH-007-000238

13. a. Address of studio or other place at which programs will originate
3810 Durbin Street, Inglewood, CA 91708

b. Telephone contact number:
616-921-8888

c. Email address: vhuo@nhcapitalpartners.com

14. Sole ownership of originating facilities OLR Southern California, LLC

15. a. Describe the means whereby programs will be delivered to foreign station(s), including the names of any interconnecting common carriers.

- Means of Transmissions include but are not limited to the following:
- ☐ Dedicated Wireline
 - ☒ Internet (IP)
 - ☐ Public Switched Telephone Network (PSTN)
 - ☐ Private Microwave
 - ☐ Private Radio (remote pickup)
 - ☐ Common Carrier Microwave
 - ☐ Common Carrier Radio
 - ☐ Satellite
 - ☐ Or combination of methods

b. List all call signs of private transmitters in the United States N/A

Call Sign	Company Name

Form 308 (Page 4)
Month/Year

HNH-007-000239

16. Coordinated foreign station to which programs will be provided:

Call sign: XEWW-AM

City: Rosarito, Baja California Norte, Mexico

☒ AM Station

Frequency (kHz): 680

	<u>Daytime</u>	<u>Nighttime</u>
Coordinates:	32° 17' 52" NL 117° 01' 48" WL	32° 17' 52" NL 117° 01' 48" WL

Operating power: 77 kW 60 kW

☐ FM Station:

Frequency: Channel: Class:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates: " NL " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

TV Station:

Channel:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates: " NL " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMSL):

Form 306 (Page 5)
Month/Year

HNH-007-000240

17. Attach as Exhibit No. B a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
18. a. Attach as Exhibit No. C a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours, per day week and or month during which the foreign station(s) involved will broadcast such programs.
- b. Attach as Exhibit No. D a detailed description of the nature and character of the programming proposed and the language to be employed.
19. Anti-Drug Abuse Act Certification. Assignee/transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 882.
20. Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this applicant a Model EEO Program Report on FCC Form 398-A.

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this day of June, 20 18.

GLR Southern California, LLC

(Name of Applicant)

By


(Signature)

General Manager

(Title)

Name: Daniel Anido

x

WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No. of form	Name of officer or employee(1) by whom or(2) under whose direction exhibit was prepared (show which)	Official Title
A - D		Daniel Anido All exhibits were prepared under the direction of <input checked="" type="checkbox"/>	General Manager

Form 308 (Page 6)
Month/Year

17. Attach as Exhibit No. B a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
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20. Equal Employment Opportunity (EEO). If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this applicant a Model EEO Program Report on FCC Form 396-A.


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The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this _____ day of June, 2018

GLR Services, Inc.
(Name of Applicant)

By


(Signature)
General Manager
(Title)
Name: Daniel Anido

WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.

EXHIBITS furnished as required by this form:

Exhibit No.	Para. No of form	Name of officer or employee(1) by whom or(2) under whose direction exhibit was prepared (show which)	Official Title
A - D		All exhibits were prepared under the direction <input checked="" type="checkbox"/> Daniel Anido	General Manager

Form 308 (Page 6)
Month/Year

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The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this 17 day of June, 2018

H&H Group USA LLC
(Name of Applicant)

By


(Signature)

President

(Title)

Name: Vivian Huo

WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.

EXHIBITS furnished as required by this form:

Exhibit No.	Page No. of form	Name of officer or employee(1) by whom or(2) under whose direction exhibit was prepared (show which)	Official Title
A - D		All exhibits were prepared under the direction of Vivien Huo	President of H&H Group USA LLC

Form 308 (Page 6)
Month/Year

GLR Southern California, LLC
FCC Form 308
Exhibit A
June 2018

Alien Ownership

There is no alien ownership. Applicant, GLR Southern California, LLC is a Delaware limited liability company which will be 100% owned by H&H Group USA LLC, a New York limited liability company. Vivian Huo, a U.S. citizen owns 97% of the membership interests in H&H Group USA LLC. Julian Sant, a U.S. citizen owns 3% of the membership interests in H&H Group USA LLC.

Legal Relationship with Foreign Station

GLR Southern California, LLC is a Delaware limited liability company ("Applicant") and a wholly-owned subsidiary of GLR Services, Inc. ("GLR Services"), a Delaware corporation. GLR Services has agreed to sell 100% of its equity in Applicant to H&H Group USA LLC ("Buyer") in a closing that is expected to occur in mid-July of 2018. Since consummation of the indirect transfer of control of Applicant will cause Applicant's current 325(c) permit to terminate, Applicant is seeking a new permit to become effective at the closing of such sale.¹

Applicant currently owns 49.00% of the issued and outstanding shares in W3 Comm Concesionaria, S.A. de C.V. ("W3 Comm Concesionaria"), the licensee of Mexican radio station XEWW-AM, Rosarito, Baja California Norte, Mexico (the "Station"). Applicant also owns 99% of the equity of W3 Comm Inmobiliaria, S.A. de C.V. ("W3 Comm Inmobiliaria") which holds the operating assets of the Station in Mexico. Applicant currently provides programming to the Station pursuant to that certain Station Programming and Sales Agreement dated January 25, 2006 between Applicant, W3 Comm Concesionaria, and Careva, S.A. de C.V. which, through an intermediate company, owns the controlling interest in W3 Comm Concesionaria ("Programming Agreement"), a copy of which is currently on file with the Commission. Since the transaction involves the sale of equity in Applicant, the Programming Agreement will remain in place and not be impacted.

¹ Applicant currently holds a 325(c) permit to deliver programming to the Station, initially granted by the Commission on March 2, 2007, and most recently renewed on June 14, 2017 (See, FCC File No 325-RWL-20170321-00004).

GLR Southern California, LLC
FCC Form 308
Exhibit C
June 2018

Schedule and Quantity of Program Deliveries

The programming that is the subject of this application will be transmitted by Station XEWW-AM on a regular basis, 24 hours/day, 7 days/week.

GLR Southern California, LLC
FCC Form 308
Exhibit D
June 2018

Nature and Character of Programming

The Applicant proposes to provide a full range of Mandarin Chinese language programming on station XEWW-AM including music, entertainment, weather report, local (LA) traffic report and local Chinese community news.

WILKINSON) BARKER) KNAUER) LLP

1800 M STREET, NW
SUITE 800N
WASHINGTON, DC 20036
TEL 202.783.4141
FAX 202.783.5861
WWW.WBKLAU.COM
PAIGE K. FRONABARGER
202.383.3398
PFRONABARGER@WBKLAU.COM

June 13, 2018

BY FEDERAL EXPRESS

Federal Communications Commission
International and Satellite Service
P.O. Box 979093
St. Louis, MO 63197-9000

Re: *Form 308 Application for Permit to Deliver Programs to Foreign
Broadcast Stations – GLR Southern California, LLC - EXPEDITED
APPROVAL REQUESTED*

Dear Sir or Madam:

On behalf of GLR Southern California, LLC ("Licensee"), Licensee's parent company GLR Services, Inc. ("Transferor") and H&H Group USA LLC ("Transferee" and collectively with Licensee and Transferor, "Applicants"), enclosed herewith are an original and one copy of an Application for Permit to Deliver Programs to Foreign Broadcast Stations (FCC Form 308) ("New Permit") requesting Commission approval of the delivery, via internet protocol, of Licensee's programming to Mexican radio station XEWW-AM, Rosarito, Baja California Norte, Mexico (the "Station").

Licensee currently holds a 325(c) permit to deliver programming to the Station, initially granted by the Commission on March 2, 2007, and most recently renewed on June 14, 2017 ("Existing Permit").¹ Transferor has agreed to sell 100% of its equity in Licensee to Transferee ("Equity Sale"). Closing for the Equity Sale is expected to occur in mid-July of 2018. Upon consummation of the Equity Sale, Licensee will become a wholly-owned subsidiary of Transferee (and thereby acquire the operational assets currently associated with the Station).

Applicants request the expeditious grant of the New Permit on the terms provided in the enclosed application. Applicants further request that the Commission refrain from terminating the Existing Permit and making the New Permit effective until it receives notification from Applicants that the Equity Sale has closed. Other than the changes in ultimate ownership of Licensee, programming language, U.S. studio location and transmission modality for delivering

¹ See, FCC File No 325-RWL-20170321-00004

WILKINSON) BARKER) KNAUER) LLP

Federal Communications Commission
June 13, 2018
Page 2

the programming from the United States to the Station, Licensee's operations under the New Permit will be consistent with the terms of Existing Permit.

Enclosed is a check for \$105.00 made payable to the Federal Communications Commission to cover the applicable fee. Should you have any questions regarding this matter, please contact the undersigned.

Sincerely,

A handwritten signature in black ink, reading "Paige K. Fronabarger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Paige K. Fronabarger

Enclosures

HNH-007-000252

WILKINSON) BARKER) KNAUER) LLP

1800 M STREET, NW
SUITE 800N
WASHINGTON, DC 20036
TEL 202.783.4141
FAX 202.783.5851
WWW.WBKLaw.COM
PAIGE K. FRONABARGER
202.383.3386
PFRONABARGER@WBKLAW.COM

June 13, 2018

BY FEDERAL EXPRESS

Federal Communications Commission
International and Satellite Service
P.O. Box 979093
St. Louis, MO 63197-9000

Re: *Form 308 Application for Permit to Deliver Programs to Foreign
Broadcast Stations – GLR Southern California, LLC · EXPEDITED
APPROVAL REQUESTED*

Dear Sir or Madam:

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¹ See, FCC File No 325-RWL-20170321-00004

WILKINSON) BARKER) KNAUER) LLP

Federal Communications Commission
June 13, 2018
Page 2

the programming from the United States to the Station, Licensee's operations under the New Permit will be consistent with the terms of Existing Permit.

Enclosed is a check for \$105.00 made payable to the Federal Communications Commission to cover the applicable fee. Should you have any questions regarding this matter, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Paige K. Fronabarger". The signature is written in dark ink and includes a long, sweeping horizontal line at the end.

Paige K. Fronabarger

Enclosures

HNH-007-000334

002631

Federal Communications Commission
Washington, D.C. 20554

APPROVED BY OMB
OMB Control Number
3060-1133

Instructions For FCC 308
Application For Permit To Deliver Programs to Foreign Broadcast Stations

- A. This form is to be used in applying under Section 325(c) of the Communications Act of 1934, as amended, for authority to locate, use, or maintain a studio in the United States for the purpose of supplying program material to a foreign radio or TV broadcast station whose signals are consistently received within the United States, or for extension of existing authority.
- B. File in DUPLICATE with the Federal Communications Commission, Washington, D.C. 20554.
- C. If the applicant holds a valid radio or TV broadcast station license or construction permit, an informal application (in letter form) may be used in lieu of this form. Any such informal application, however, must include full responses to items 17 and 18.
- D. If programs to be delivered to foreign station(s) are of a continuing nature (rather than isolated special events), notice thereof must be published and proof of publication submitted in accordance with Section 73.3580 of the Commission's Rules.
- E. This application must be personally signed by the applicant, if an individual; by a partner, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member (who is an officer), if the applicant is an unincorporated association; by a duly elected or appointed official empowered to do so under the laws of the jurisdiction, if the applicant is a government entity; or by the applicant's attorney in case of the applicant's physical disability or absence from the United States. If the attorney signs, he/she must separately set forth the reasons why the application is not signed by the applicant. Matters stated by attorneys on belief (rather than personal knowledge) must be supported by the reasons for such belief.
- F. Answer all paragraphs, and attach and number any required exhibit(s). Incomplete applications will be returned. Paragraphs which are not applicable should be answered "D/N/A". If application is for extension of existing authority and information previously supplied is still accurate and complete, reference may be made under individual paragraphs to information "On File."
- G. Authority to deliver programs to foreign broadcast stations is not granted or extended for periods of more than one year.

Instructions for FCC 308 (Page 1)
Month / Year

HNH-007-000335

002631

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

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The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed or designated for hearing.

If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to obtain this Authority.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552(a)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCT 11, 1995, 44 U.S.C. 3507.

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take 1 - 2 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this burden estimate, or on how we can improve the collection and reduce the burden it causes you, e-mail them to pra@fcc.gov or send them to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Project (3060-1133), Washington, DC 20554. Please **DO NOT SEND COMPLETED APPLICATIONS TO THIS ADDRESS**. Remember - you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-1133.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCTOBER 1, 1995, 44 U.S.C. 3507.

Instructions for FCC 306 (Page 2)
Month / Year

HNH-007-000336

002631

FOR COMMISSION USE ONLY
File No.

United States of America
Federal Communications Commission
Washington, D.C. 20554

APPLICATION FOR PERMIT TO DELIVER PROGRAMS TO FOREIGN BROADCAST STATIONS
(Carefully read instructions before filling out Form-RETURN ONLY FORM TO FCC)

1. Name of Applicant Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

GLR Southern 6 The Drawbridge Woodbury, NY 11797 516-921-8888
California, LLC

2. Name and address to whom communication should be sent if different from item 1.

Name Street Address or P.O. Box City State Zip Code Telephone No. (include area code)

3. Legal identity of applicant: (only check one box)

☐ Individual ☐ Partnership ☐ Corporation ☐ Government Entity ☒ Other

If other specify: Limited Liability Company

4. Application is for: ☒ New Authorization ☐ Extension of Existing Authority

5. If applicant is an individual, is applicant a citizen of the United States? N/A ☒ YES ☐ NO

6. If applicant is a partnership, are all partners citizens of the United States? N/A ☐ YES ☐ NO

7. If applicant is a corporation:

a. Under laws of what state was it organized?

b. Is more than one-fifth of the capital stock of the corporation owned of record or may it be voted by aliens or their representatives or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country? ☐ YES ☐ NO

c. Is any officer or director of the corporation an alien? ☐ YES ☐ NO

If the answer is Yes, give the following for each:

Name Nationality Position

FCC 305
Month/Year

HNH-007-000337

002631

d. Is applicant directly or indirectly controlled by any other corporation? ☐ YES ☒ NO

If the answer is Yes, give the following for the controlling corporation

Name	Address	State in which organized
------	---------	--------------------------

e. Is more than one-fourth of the capital stock of the controlling corporation either owned of record, or may it be voted by aliens, their representatives, or by a foreign government or representative thereof, or by any corporation organized under the laws of a foreign country?

☐ YES ☒ NO

f. Is any officer or more than one-fourth of the directors of the corporation an alien?

☐ YES ☒ NO

If the answer is Yes, give the name, nationality and position of each and give the total number of directors of the corporation.

Name	Nationality	Position	Number of Directors
------	-------------	----------	---------------------

g. Is the above-described controlling corporation in turn a subsidiary?

☐ YES ☒ NO

If the answer is Yes, attach as Exhibit No. additional information answering the holding company questions in this paragraph for each company, including the organization having ultimate control.

h. a. If the applicant is an unincorporated association, give the following:

Total number of members	Number of Alien Members (if any)
-------------------------	----------------------------------

See Exhibit A - two U.S. members

b. State the following for alien officers or directors (if any):

Name	Nationality	Position
------	-------------	----------

FCC 308 (Page 2)
Month/Year

HNH-007-000338

002631

9. a. What is applicant's principal business? Radio program supplier

b. Does applicant or any party to this application have any interest in, or connection with, any AM, FM, or TV broadcast station (either domestic or foreign), or any application pending before the Commission?

If the answer is Yes, attach Exhibit No. . . . giving full particulars.

☒ ☒ YES NO

10. Is applicant a representative of an alien or of a foreign government?

☐ ☒ YES NO

If the answer is Yes, explain.

11. a. Has any radio station authorization previously issued to the applicant or party to this application been revoked, either by the Commission or by any court?

☐ ☒ YES NO

b. Has any previous application by the applicant or party to this application been denied by the Commission or by a predecessor agency?

☐ ☒ YES NO

If the answer to (a) and/or (b) is Yes, explain.

12. a. Has applicant or any party to this application been found guilty of any felony by any court?

☐ ☒ YES NO

b. Has applicant or any party to this application been finally adjudged guilty by a federal court of the violation of the laws of the United States relating to unlawful monopoly, restraint of trade, and/or unfair methods of competition?

☐ ☒ YES NO

If the answer to (a) and/or (b) is Yes, explain.

FCC 308 (Page 3)
Month/Year

13. a. Address of studio or other place at which programs will originate:
3010 Durbin Street, Inwoodale, CA 91788

b. Telephone contact number:
510-821-8668

c. Email address: vhuso@hhcapitalpartners.com

14. Sole ownership of originating facilities: GLR Southern California, LLC

15. a. Describe the means whereby programs will be delivered to foreign station(s), including the names of any interconnecting common carriers.

Means of Transmissions include but are not limited to the following:

- ☐ Dedicated Wireline
- ☐ Internet (IP)
- ☐ Public Switched Telephone Network (PSTN)
- ☐ Private Microwave
- ☐ Private Radio (remote pickup)
- ☐ Common Carrier Microwave
- ☐ Common Carrier Radio
- ☐ Satellite
- ☐ Or combination of methods

b. List all call signs of private transmitters in the United States: N/A

Call Sign	Company Name

Form 308 (Page 4)
Month/Year

HNH-007-000340

002631

16. Coordinated foreign station to which programs will be provided:

Call sign: XEWW-AM

City: Rosarito, Baja California Norte, Mexico

☒ AM Station

Frequency (kHz): 690

Coordinates:

Daytime
32° 17' 52" NL
117° 01' 48" WL

Nighttime
32° 17' 52" NL
117° 01' 48" WL

Operating power: 77 kW 50 kW

☐ FM Station:

Frequency:

Channel:

Class:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates " " NL " " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMS):

TV Station:

Channel:

Mode of operation: Directional/Non-directional

Maximum Effective Radiated Power (kW):

Coordinates " " NL " " WL

Antenna Height Above Average Terrain (HAAT):

Antenna Radiation Center Above Mean Sea Level (RCAMS):

Form 308 (Page 5)
Month/Year

HNH-007-000341

002631

17. Attach as Exhibit No. B a full explanation of the legal relationship between the applicant and foreign station(s) involved, including a copy of contract (if any) with foreign station(s).
18. a. Attach as Exhibit No. C a statement as to whether program deliveries are to be intermittent or regularly scheduled, and the average number of hours, per day/week and or month during which the foreign station(s) involved will broadcast such programs.
b. Attach as Exhibit No. D a detailed description of the nature and character of the programming proposed and the language to be employed.
19. **Anti-Drug Abuse Act Certification.** Assignee/transferee certifies that neither assignee nor any party to the application is subject to denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. Section 882.
20. **Equal Employment Opportunity (EEO).** If the applicant proposes to employ five or more full-time employees, applicant certifies that it is filing simultaneously with this applicant a Model EEO Program Report on FCC Form 306-A.

CERTIFICATION

The APPLICANT acknowledges that all statements contained in this application and attached exhibits are material representations, and that the exhibits forming a part of this application are incorporated herein as if set out in full in the application. The undersigned certifies that the statements contained in this application are true, complete and correct to the best of his/her knowledge and belief and are made in good faith.

Signed and dated this _____ day of _____, 20____

(Printed Name)

By

(Signature)

(Title)

WILLFUL FALSE STATEMENTS MADE ON THIS FORM
ARE PUNISHABLE BY FINE AND IMPRISONMENT.
U.S. CODE, TITLE 18, SECTION 1001.

EXHIBITS furnished as required by this form:

Exhibit No.	Place, title of form	Name of officer or employee(s) by whom (s) it is made, where it is made, and who prepared it (when ready)	Office/Title

Form 306 (Page 6)
Month/Year

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PAPERWORK REDUCTION ACT

We have estimated that each response to this collection of information will take 1 - 2 hours. Our estimate includes the time to read the instructions, look through existing records, gather and maintain the required data, and actually complete and review the form or response. If you have any comments on this burden estimate, or on how we can improve the collection and reduce the burden it causes you, e-mail them to pr@fcc.gov or send them to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Project (3060-1133), Washington, DC 20554. Please DO NOT SEND COMPLETED APPLICATIONS TO THIS ADDRESS. Remember -- you are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-1133.

THE FOREGOING NOTICE IS REQUIRED BY THE PAPERWORK REDUCTION ACT OF 1995, P.L. 104-13, OCTOBER 1, 1995, 44 U.S.C. 3507.

**SEE ATTACHED
VERIFICATIONS AND
CERTIFICATIONS FROM
APPLICANTS**

GLR Southern California, LLC
FCC Form 308
Exhibit A
June 2018

Alien Ownership

There is no alien ownership. Applicant, GLR Southern California, LLC is a Delaware limited liability company which will be 100% owned by H&H Group USA LLC, a New York limited liability company. Vivian Huo, a U.S. citizen owns 97% of the membership interests in H&H Group USA LLC. Julian Sant, a U.S. citizen owns 3% of the membership interests in H&H Group USA LLC.

Legal Relationship with Foreign Station

GLR Southern California, LLC is a Delaware limited liability company ("Applicant") and a wholly-owned subsidiary of GLR Services, Inc. ("GLR Services"), a Delaware corporation. GLR Services has agreed to sell 100% of its equity in Applicant to H&H Group USA LLC ("Buyer") in a closing that is expected to occur in mid-July of 2018. Since consummation of the indirect transfer of control of Applicant will cause Applicant's current 325(c) permit to terminate, Applicant is seeking a new permit to become effective at the closing of such sale.¹

Applicant currently owns 49.00% of the issued and outstanding shares in W3 Comm Concesionaria, S.A. de C.V. ("W3 Comm Concesionaria"), the licensee of Mexican radio station XEWW-AM, Rosarito, Baja California Norte, Mexico (the "Station"). Applicant also owns 99% of the equity of W3 Comm Inmobiliaria, S.A. de C.V. ("W3 Comm Inmobiliaria") which holds the operating assets of the Station in Mexico. Applicant currently provides programming to the Station pursuant to that certain Station Programming and Sales Agreement dated January 25, 2006 between Applicant, W3 Comm Concesionaria, and Careva, S.A. de C.V. which, through an intermediate company, owns the controlling interest in W3 Comm Concesionaria ("Programming Agreement"), a copy of which is currently on file with the Commission. Since the transaction involves the sale of equity in Applicant, the Programming Agreement will remain in place and not be impacted.

¹ Applicant currently holds a 325(c) permit to deliver programming to the Station, initially granted by the Commission on March 2, 2007, and most recently renewed on June 14, 2017 (See, FCC File No 325-RWL-20170321-00004).

GLR Southern California, LLC
FCC Form 308
Exhibit C
June 2018

Schedule and Quantity of Program Deliveries

The programming that is the subject of this application will be transmitted by Station XEWW-AM on a regular basis, 24 hours/day, 7 days/week.

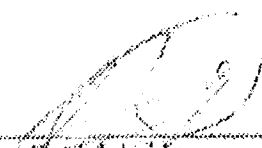
GLR Southern California, LLC
FCC Form 308
Exhibit D
June 2018

Nature and Character of Programming

The Applicant proposes to provide a full range of Mandarin Chinese language programming on station XEWW-AM including music, entertainment, weather report, local (LA) traffic report and local Chinese community news.

ANTI-DRUG ABUSE ACT CERTIFICATION

GLR Southern California, LLC, certifies that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

By: 
Name: Daniel Anido,
Title: General Manager of
GLR Southern California

Date: Nov 12 / 2010

ANTI-DRUG ABUSE ACT CERTIFICATION

GLR Services, Inc. certifies that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

By: 

Name: Daniel Amado,

Title: General Manager of GLR Services, Inc.

Date: Jan. 17 / 2018

ANTI-DRUG ABUSE ACT CERTIFICATION

H&H Group USA LLC certifies that no party to this application is subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862.

By: 

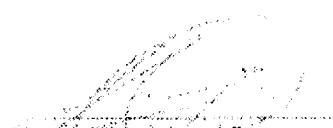
Name: Vivian Huo,

Title: President of H&H Group USA LLC

Date: 6/8/2018

VERIFICATION

I, Daniel Anido, am the General Manager of GLR Southern California, LLC. ("Target"). As such I am authorized to execute this Verification on behalf of Target. The portions of the foregoing filing relating to Target and the transactions described therein have been prepared pursuant to my direction and control and I have reviewed the contents thereof. I hereby declare that the factual statements and representations made therein by and concerning Target and the transactions described therein are true and correct to the best of my knowledge, information and belief.


Name: Daniel Anido,
Title: General Manager of
GLR Southern California, LLC.

Dec 12 / 2016
Date

VERIFICATION

I, Daniel Anido, am the general Manager of GLR Services, Inc. ("Transferor"). As such I am authorized to execute this Verification on behalf of Transferor. The portions of the foregoing filing relating to Transferor and the transactions described therein have been prepared pursuant to my direction and control and I have reviewed the contents thereof. I hereby declare that the factual statements and representations made therein by and concerning Transferor and the transactions described therein are true and correct to the best of my knowledge, information and belief.

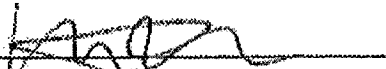

Name: Daniel Anido,

Title: General Manager of GLR Services, Inc.

June 19 / 2016
Date

VERIFICATION

I, Vivian Huo, am the President of H&H Group USA LLC ("Transferee"). As such I am authorized to execute this Verification on behalf of Transferee. The portions of the foregoing filing relating to Transferee and the transactions described therein have been prepared pursuant to my direction and control and I have reviewed the contents thereof. I hereby declare that the factual statements and representations made therein by and concerning Transferee (and GLR Southern California, LLC post-closing) and the transactions described therein are true and correct to the best of my knowledge, information and belief.



Name: Vivian Huo,

Title: President of H&H Group USA LLC

6/8/2018
Date

READ INSTRUCTIONS CAREFULLY
BEFORE PROCEEDING

FEDERAL COMMUNICATIONS COMMISSION
REMITTANCE ADVICE
FORM 159

Approved by OMB
3000-0589
Page No. 1 of 2

(1) LOCKBOX # 979093		FCC USE ONLY	
SECTION A - PAYER INFORMATION		FCC USE ONLY	
(2) PAYER NAME (if paying by credit card enter name exactly as it appears on the card) Wilkinson Barker Knauer LLP		(3) TOTAL AMOUNT PAID (U.S. Dollars and cents) \$105.00	
(4) STREET ADDRESS LINE NO. 1 1800 M Street, NW, Suite 800N			
(5) STREET ADDRESS LINE NO. 2			
(6) CITY Washington		(7) STATE DC	(8) ZIP CODE 20036
(9) DAYTIME TELEPHONE NUMBER (include area code) 202-783-4141		(10) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(11) PAYER (FRN) 0003775731		(12) FCC USE ONLY	
IF MORE THAN ONE APPLICANT, USE CONTINUATION SHEETS (FORM 159-C) COMPLETE SECTION BELOW FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(13) APPLICANT NAME GLR Southern California, LLC			
(14) STREET ADDRESS LINE NO. 1 3810 Durbin Street			
(15) STREET ADDRESS LINE NO. 2			
(16) CITY Irwindale		(17) STATE CA	(18) ZIP CODE 91706
(19) DAYTIME TELEPHONE NUMBER (include area code) 917-770-9186		(20) COUNTRY CODE (if not in U.S.A.)	
FCC REGISTRATION NUMBER (FRN) REQUIRED			
(21) APPLICANT (FRN) 0015682628		(22) FCC USE ONLY	
COMPLETE SECTION C FOR EACH SERVICE, IF MORE BOXES ARE NEEDED, USE CONTINUATION SHEET			
(23A) CALL SIGN/OTHER ID Section 325(c) app.	(24A) PAYMENT TYPE CODE MBR	(25A) QUANTITY 1	
(26A) FEE DUE FOR (PTC) \$105.00	(27A) TOTAL FEE \$105.00	FCC USE ONLY	
(28A) FCC CODE 1		(29A) FCC CODE 2	
(23B) CALL SIGN/OTHER ID	(24B) PAYMENT TYPE CODE	(25B) QUANTITY	
(26B) FEE DUE FOR (PTC)	(27B) TOTAL FEE	FCC USE ONLY	
(28B) FCC CODE 1		(29B) FCC CODE 2	
SECTION D - CERTIFICATION			
CERTIFICATION STATEMENT I, _____, certify under penalty of perjury that the foregoing and supporting information is true and correct to the best of my knowledge, information and belief.			
SIGNATURE _____		DATE _____	
SECTION E - CREDIT CARD PAYMENT INFORMATION			
MASTERCARD _____ VISA _____ AMEX _____ DISCOVER _____			
ACCOUNT NUMBER _____		EXPIRATION DATE _____	
I hereby authorize the FCC to charge my credit card for the service(s) authorization herein described.			
SIGNATURE _____		DATE _____	

SEE PUBLIC BURDEN ON REVERSE

FCC FORM 159

FEBRUARY 2003

HNH-007-000353

002631



PUBLIC NOTICE

FEDERAL COMMUNICATIONS COMMISSION
445 12th STREET S.W.
WASHINGTON D.C. 20554

News media information 202-418-0500
Internet: <http://www.fcc.gov> (or <ftp.fcc.gov>)
TTY (202) 418-2555

Report No. 325-00208

Tuesday May 9, 2017

Permit To Deliver Programs to Foreign Broadcast Stations

RE: Applications Accepted for Filing

The applications listed herein have been found, upon initial review, to be acceptable for filing. The Commission reserves the right to return any of the applications if, upon further examination, it is determined they are defective and not in conformance with the Commission's Rules and Regulations and its Policies.

INFORMATIVE

325-RWL-20170321-00004

GLR SOUTHERN CALIFORNIA LLC

Application for 325 c permit by GLR Southern California, LLC to renew authorization to deliver programming to XEWW-AM, Rosaria, Baja California Norte, Mexico. The station operates on frequency 690 kHz with an authorized of power of 77kW (day) and 50 kW (night). The station is licensed to W3 Comm Concessionaria, S.A. de C.V.

Petitions to deny this application must reference the file number associated with the 325(c) application and be on file no later than 30 days from the date of the notice accepting this Application for filing. Guidelines for filings are available at: www.fcc.gov/osec. Filings can be sent by hand or messenger delivery, by commercial overnight courier, or by first-class or overnight U.S. Postal Service mail (although we continue to experience delays in receiving U.S. Postal Service mail). The Commission's contractor, Natek, Inc., will receive hand-delivered or messenger-delivered paper filings for the Commission's Secretary at 236 Massachusetts Avenue, N. E., Suite 110, Washington, D.C. 20002. The filing hours at this location are 8:00 a.m. to 7:00 p. m. All hand deliveries must be held together with rubber bands or fasteners. Any envelopes must be disposed of before entering the building. Commercial overnight mail (other than U.S. Postal Service Express Mail and Priority Mail) must be sent to 9300 East Hampton Drive, Capitol Heights, MD 20743. U.S. Postal Service first-class mail, Express Mail, and Priority Mail should be addressed to 445 12th Street, SW, Washington, D.C. 20554. All filings must be addressed to the Commission's Secretary, Office of the Secretary, Federal Communications Commission. In addition, please submit one copy of your petition to Janice Shields, FCC, International Bureau, Room 6-B418, 445 12th Street, SW, Washington, D.C. 20554.

For more information concerning this Notice, contact Janice Shields at (202) 418-2153; Janice.Shields@fcc.gov; TTY 1-888-835-5322.

TAB 16

De: Direccion de Tiempos Oficiales de Radio y Televisión [mailto:tortv@segob.gob.mx]

Enviado el: martes, 28 de agosto de 2018 07:01 a.m.

Para: ventas@radiogrupos.com; gacosta@radiogrupos.com; otromundo660@hotmail.com; radiogrupos@radiogrupos.com; gacosta@radiogrupos.com; amartinez@radiogrupos.com; drosales@radiogrupos.com; lgarcia@grupopacir.com.mx; daniel.colunga@gmail.com; monica.santos@radiocentro.com; horariosru@gmail.com; radiogrupos@radiogrupos.com

CC: Continuidad.mxl@cbc.com.mx; Andres@cbc.com.mx; rosy_trillas@yahoo.com; karitele14@hotmail.com;

rtrillas.@bcn.com; cayala.bcn@mvs.com; fuerzalatina96@hotmail.com; asanchez@uniradio.com; nbecerra@uniradio.com; xaaa1340capital@hotmail.com; maxima1340@yahoo.com.mx; continuidadtij@cbc.com.mx; xebg@cbc.com.mx; jeje1310@gmail.com; continuidadxec@hotmail.com; xec13@prodigy.net.mx; xepres@prodigy.net.mx; eliano@prodigy.net.mx; continuidad@radiolatina.com; elvira_aisp2001@yahoo.com; rosabamontes@yahoo.com.mx; e_z ea_r@hotmail.com; argote_luis@yahoo.com.mx; mguardado.bcn@mvs.com.mx; fer_padilla@mvs.com; malegria@mvs.com; estudiidx@cbc.com.mx; rce60@hotmail.com; fmf921@telnor.net; emoran.bcn@mvs.com; xs929_fm@hotmail.com; esalazar@radiatorama.com.mx; mpatron@grupopacir.com.mx; cdelatorre@xekt.com.mx; continuidad@xekt.com.mx; xektt@yahoo.com.mx; jmendoza@grupopacir.com.mx; aavalos@grupopacir.com.mx; radiogallo@hotmail.com; rosalba_montes@yahoo.com.mx; beto084@hotmail.com; lfimbres@xekt.com.mx; mchahez@radiatorama.com.mx; esalazar@radiatorama.com.mx; mrbgarcia@radiatorama.com.mx; cdelatorre@xekt.com; continuidad@xekt.com; radiogallo@hotmail.com; mmph@imagen.com.mx; continuidad.tijuana@multimedios.com; grabaciones.tijuana@multimedios.com; xh rfmfm@telnor.net; radiozetatrece@yahoo.com.mx; continuidad@1045radiolatina.com; lazgr

abacion@hotmail.com; wjdw_salas@hotmail.com; fuerzalatina96@hotmail.com; xaaa1340c
apital@hotmail.com; maxima1340@yahoo.com.mx; elvira_aisp2001@yahoo.com; rosabam
ontes@yahoo.com.mx; mpatron@grupoacir.com.mx; musicadenaradio@bajacalifornianorte.
com; xektt@yahoo.com.mx; jmendoza@grupoacir.com.mx; aavalos@grupoacir.com.mx; c
brizuela@mvs.com; aideesoto@lavozvz.com.mx; lavoz@oem.com; csalazar2323@hotmail.c
om; rbeatrizgarcia@yahoo.com.mx; betancourtl@prodigy.net.mx; rosalba_montes@yahoo.c
om.mx; rflores@psnradio.com; ggalvan@psnradio.com; continuidadxec@yahoo.com.mx; cs
alazar2336@hotmail.com; mguardado.bcn@mvs.com;
mvaldez@-lavoz.com.mx; alvarezm@radioformula.com.mx; tijuanaconti@radioformula.com.
mx; andres@cbc.com.mx; xs929_fm@yahoo.com.mx; continuidadxec@hotmail.com; contin
uidadxec@yahoo.com.mx; xec13@prodigy.net.mx; doris.miranda68@gmail.com; Michael.sa
nastacio@gmail.com; publicidadmxl@audioramabc.com; csalazar@audioramabc.com; rflore
s@psnradio.com; mexicaliconti@radioformula.com.mx; andres@cbc.com.mx; traffic@power
98jams.com; jrgonzalezreza@outlook.com; ozatarain@uniradio.com; iparra@audiorama.bc.
com; asanchez@uniradio.com; nbecerra@uniradio.com; lperez@uniradio.com; ctreviño@un
iradio.com; continuidad@audioramabaja.com; beto084@hotmail.com; beto@los40tijuana.c
om; continuidad@radiatoramamexicali.com; continuidad2@radiatoramamexicali.com; mmarbell
a@audioramabc.com; kmoreno@larsa.com.mx; 91xtij@prodigy.net.mx; eruvalcaba@larsa.c
om.mx; Transmisor690@gmail.com; continuidad@radiatoramaensenada.mx

Asunto: se envia aviso urgente cadenas nacionales

Ciudad de México, a 27 de agosto de 2018.

AVISO IMPORTANTE

A TODAS LAS RADIODIFUSORAS DE LA REPÚBLICA
MEXICANA
(INCLUYE CIUDAD DE MÉXICO)

CADENAS NACIONALES SEXTO INFORME DE GOBIERNO DEL 29 DE AGOSTO AL 06 DE SEPTIEMBRE DE 2018

Por este medio y de conformidad con lo establecido en los *Artículos 217, fracción II y 255 de la Ley Federal de Telecomunicaciones y Radiodifusión* y el *Artículo 34, fracción I y XVII del Reglamento Interior de la Secretaría de Gobernación*, le solicito la transmisión de la señal en **Cadena Nacional** de los siguientes mensajes con motivo del Sexto Informe de Gobierno del C. Presidente de la República, Lic. Enrique Peña Nieto, como a continuación se describe:

FECHA	HORARIO (TIEMPO DEL CENTRO)	DURACIÓN	TEMÁTICA
29/08/2018	8:00	2 minutos	Cápsula 5.- Ayotzinapa
	21:00		

CONFIDENTIAL - NOT FOR PUBLIC INSPECTION

30/08/2018	8:00	1:30 minutos	Cápsula 6.- Transparencia y Anticorrupción
	21:00		
31/08/2018	8:00	2 minutos	Cápsula 7.- Casa Blanca
	21:00		
01/09/2018	8:00	2 minutos	Cápsula 4.- Política Electoral y Telecomunicaciones
	21:00		
02/09/2018	8:00	1:30 minutos	Cápsula 9.- Gasolinazo
	21:00		
03/09/2018	8:00	2 minutos	Cápsula 10.- Empleo
	21:00		
04/09/2018	8:00	2:30 minutos	Cápsula 11.- Desastres Naturales
	21:00		
05/09/2018	8:00	2:30 minutos	Cápsula 12.- Infraestructura
	21:00		
06/09/2018	8:00	3 minutos	Cápsula 13.- Cierre
	21:00		

Para la reproducción del audio tendrán que acceder al **streaming** en la plataforma de internet, que podrán localizar en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en la liga:

TRANSMISIONES: CADENAS NACIONALES STREAMING AUDIO

Adicionalmente podrán descargar las cápsulas del Sexto Informe de Gobierno en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en el Menú Radio, Submenú /Programas en la liga: **DESCARGABLES SEXTO INFORME DE GOBIERNO**, Opción Radio.

En caso de tener anomalías con la reproducción del *streaming*, o en la descarga de las cápsulas, favor de comunicarse inmediatamente al centro de atención telefónica con números: (55) 5140-8174, 5140-8132, 5140-8120, 5140-8176 y 5140-8199 y al correo electrónico reportesddim@segob.gob.mx.

Es recomendable estar pendientes de la señal 20 minutos antes de la hora indicada.

A T E N T A M E N T E

CONFIDENTIAL - NOT FOR PUBLIC INSPECTION

**DIRECCIÓN GENERAL DE RADIO,
TELEVISIÓN Y CINEMATOGRAFÍA**

HNH-016-000444

Ciudad de México, a 27 de agosto de 2018.

AVISO IMPORTANTE

**A TODAS LAS RADIODIFUSORAS DE LA REPÚBLICA MEXICANA
(INCLUYE CIUDAD DE MÉXICO)**

CADENAS NACIONALES SEXTO INFORME DE GOBIERNO DEL 29 DE AGOSTO AL 06 DE SEPTIEMBRE DE 2018

Por este medio y de conformidad con lo establecido en los *Artículos 217, fracción II y 255 de la Ley Federal de Telecomunicaciones y Radiodifusión* y el *Artículo 34, fracción I y XVII del Reglamento Interior de la Secretaría de Gobernación*, le solicito la transmisión de la señal en **Cadena Nacional** de los siguientes mensajes con motivo del Sexto Informe de Gobierno del C. Presidente de la República, Lic. Enrique Peña Nieto, como a continuación se describe:

FECHA	HORARIO (TIEMPO DEL CENTRO)	DURACIÓN	TEMÁTICA
29/08/2018	8:00	2 minutos	Cápsula 5.- Ayotzinapa
	21:00		
30/08/2018	8:00	1:30 minutos	Cápsula 6.- Transparencia y Anticorrupción
	21:00		
31/08/2018	8:00	2 minutos	Cápsula 7.- Casa Blanca
	21:00		
01/09/2018	8:00	2 minutos	Cápsula 4.- Política Electoral y Telecomunicaciones
	21:00		
02/09/2018	8:00	1:30 minutos	Cápsula 9.- Gasolinazo
	21:00		
03/09/2018	8:00	2 minutos	Cápsula 10.- Empleo
	21:00		
04/09/2018	8:00	2:30 minutos	Cápsula 11.- Desastres Naturales
	21:00		
05/09/2018	8:00	2:30 minutos	Cápsula 12.- Infraestructura
	21:00		
06/09/2018	8:00	3 minutos	Cápsula 13.- Cierre
	21:00		

Para la reproducción del audio tendrán que acceder al *streaming* en la plataforma de internet, que podrán localizar en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en la liga:

TRANSMISIONES: CADENAS NACIONALES STREAMING AUDIO

Adicionalmente podrán descargar las cápsulas del Sexto Informe de Gobierno en la página electrónica: <https://rtc.segob.gob.mx/pautas/index.php>, en el Menú Radio, Submenú /Programas o en la liga: **DESCARGABLES SEXTO INFORME DE GOBIERNO**, Opción Radio.

En caso de tener anomalías con la reproducción del *streaming*, o en la descarga de las cápsulas, favor de comunicarse inmediatamente al centro de atención telefónica con números: (55) 5140-8174, 5140-8132, 5140-8120, 5140-8176 y 5140-8199 y al correo electrónico reportesddim@segob.gob.mx.

Es recomendable estar pendientes de la señal 20 minutos antes de la hora indicada.

A T E N T A M E N T E

**DIRECCIÓN GENERAL DE RADIO,
TELEVISIÓN Y CINEMATOGRAFÍA**

Mexico City, August 27, 2018.

**IMPORTANT ANNOUNCEMENT
TO ALL BROADCASTERS OF THE MEXICAN REPUBLIC (INCLUDES CITY OF MEXICO)
NATIONAL CHAINS SIXTH REPORT OF GOVERNMENT FROM AUGUST 29 TO
SEPTEMBER 06, 2018**

By this means and in accordance with the provisions of Articles 217, fraction II and 255 of the Federal Telecommunications and Broadcasting Law and Article 34, sections I and XVII of the Internal Regulations of the Ministry of the Interior, I request the transmission of the National Chain signal of the following messages on the occasion of the Sixth Government Report of the President of the Republic, Mr. Enrique Peña Nieto, as described below:

DATE	SCHEDULE (CENTER TIME)	DURATION	THEME
29/08/2018	8:00	2 Minutes	Capsule 5.- Ayotzinapa
21:00			
30/08/2018	8:00	1:30 Minutes	Capsule 6.- Transparency and Anticorruption
21:00			
31/08/2018	8:00	2 Minutes	Capsule 7.- White House
21:00			
01/09/2018	8:00	2 Minutes	Capsule 4.- Electoral Policy and Telecommunicat ions
21:00			
02/09/2018	8:00	1:30 Minutes	Capsule 9.- Gasolinazo
21:00			
03/09/2018	8:00	2 Minutes	Capsule 10.- Employment
21:00			
04/09/2018	8:00	2:30 Minutes	Capsule 11.- Natural Disasters
21:00			
05/09/2018	8:00	2:30 Minutes	

			Capsule 12.- Infrastructure
21:00			
06/09/2018	8:00	3 Minutes	Capsule 13.- Closure

For the reproduction of the audio they will have to access the streaming on the internet platform, which can be found on the electronic page: <https://rtc.segob.gob.mx/pautas/index.php>, in the league:

TRANSMISSIONS: NATIONAL CHAINS STREAMING AUDIO

Additionally, you can download the capsules of the Sixth Government Report on the website: <https://rtc.segob.gob.mx/pautas/index.php>, in the Radio Menu, Submenu / Programs or in the league: DOWNLOADS SIXTH REPORT GOVERNMENT, Radio Option.

In case of having anomalies with the playback of the streaming, or in the download of the capsules, please immediately call the call center with numbers: (55) 5140-8174, 5140-8132, 5140-8120, 5140-8176 and 5140-8199 and email reportesddim@segob.gob.mx.

It is advisable to be aware of the signal 20 minutes before the indicated time.

ATTENTIVELY

DIRECTORATE GENERAL OF RADIO,
TELEVISION AND CINEMATOGRAPHY

CERTIFICATE OF SERVICE

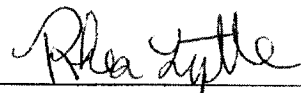
I, Rhea Lytle, a legal secretary with the law firm of Wilkinson Barker Knauer, LLP, hereby certify that on this 1st day of May, 2019, I served copies of the foregoing **"OPPOSITION TO CHINESE SOUND MOTION FOR DOCUMENT PRODUCTION; REQUEST FOR PROTECTIVE ORDER"** on the following:

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Rhea Lytle

*Via Email

**Via Mail